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इस भाग में भिन्न पृष्ठ नुम्बरा दी जाती हैं जिससे कि यह जलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a  
separate compilation

## भाग II—खण्ड 3—उप-खण्ड (II) PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(other than the Ministry of Defence)

विस मंत्रालय  
(राजस्व विभाग)

नई दिल्ली, 5 अक्टूबर, 1995

(आयकर)

का. भा. 3111.—आयकर अधिनियम, 1961  
(1961 का 43) की धारा 10 के खण्ड (23-ग) के  
उपखण्ड (V) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए  
केन्द्रीय सरकार एतद्वारा "हायोसिंग आफ चण्डीगढ़, लुधियाना"  
को कर निर्धारण वर्ष 1993-94 से 1995-96 तक के लिए  
निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखण्ड के  
प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर निर्धारिता इसकी आय का इस्तेमाल अथवा  
इसकी आय का इस्तेमाल करने के लिए इसका  
संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के  
लिए करेगा, जिनके लिए इसकी स्थापना की गई  
है ;

- (ii) कर निर्धारिता ऊपर उल्लिखित कर निर्धारण  
वर्षों के संगत पूर्ववर्ती वर्षों की किसी भी अवधि  
के दौरान धारा 11 की उपधारा (5) में विनि-  
विष्ट किसी एक अथवा एक से अधिक ढंग अथवा  
तरीकों से भिन्न तरीकों से इसकी निधि (जेवर-  
जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा  
रख-रखाव में स्वैच्छिक अंशदान से भिन्न) का  
निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा  
सकेगा ;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू  
नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा  
अभिलाभ के रूप में हो जब तक कि ऐसा कारो-  
बार उक्त कर निर्धारिता के उद्देश्यों की प्राप्ति के  
लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के

संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 9889/फा. सं. 197/109/95-आ. क.

नि.-I]

एच. के. चौधरी, अवर सचिव

# MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 5th October, 1995

(INCOME-TAX)

S.O. 3111.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Diocese Chandigarh, Ludhiana" for the purpose of the said sub-clause for the assessment years 1993-94 to 1995-96 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is establishment;
- (ii) the assessee will not invest or deposit its funds (other than than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9889/F. No. 197/109/95-ITA-II]

H. K. CHOUDHARY, Under Secy.

नई दिल्ली, 5 अक्टूबर, 1995

(आयकर)

का. भा. 3112.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उप-खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "स्वर्गाश्रम ट्रस्ट, अशिकेश" को कर निर्धारण वर्ष 1993-94 से 1995-96 के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्:—

- (i) कर निर्धारिती इसकी आय का हस्तेमाल अथवा इसकी आय का हस्तेमाल करने के लिए इसका संवयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है;
- (ii) कर-निर्धारिती ऊपर उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से इसकी निधि (अवर-जवाहिरात

फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वेच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;

- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 9887/फा. सं. 197/82/95-आ. क.

नि.-I]

एच. के. चौधरी, अवर सचिव

New Delhi, the 5th October, 1995

(INCOME-TAX)

S.O. 3112.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Swargashram Trust, Rishikesh" for the purpose of the said sub-clause for the assessment years 1993-94 to 1995-96 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is establishment;
- (ii) the assessee will not invest or deposit its funds (other than than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 9887/F. No. 197/82/95-ITA-I]

H. K. CHOUDHARY, Under Secy.

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 15 नवम्बर, 1995

का. भा. 3113.—केन्द्रीय सरकार, भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 13घ की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित नियम बनाती है, अर्थात्:—

1. संक्षिप्त नाम और प्रारंभ:—(1) इन नियमों का संक्षिप्त नाम भारतीय औद्योगिक विकास बैंक (केन्द्रीय सरकार की अधीन) नियम, 1995 है।
- (2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएं—इन नियमों में, जब तक कि संदर्भ में से अन्यथा अपेक्षित न हो:—

(क) “अधिनियम” में भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) अभिप्रेत है ।

(ख) “प्राधिकृत प्रतिनिधि” से निम्नलिखित अभिप्रेत है :—

(i) किसी अपीलार्थी के संबंध में अपीलार्थी द्वारा केन्द्रीय सरकार को उसकी ओर से अपील उपस्थापित करने के लिए सम्यक रूप से प्राधिकृत व्यक्ति:—

(ii) बोर्ड के संबंध में, इन नियमों के अधीन किसी अपील में बोर्ड के लिए उपस्थित होने, अभिवचन करने और कार्य करने के लिए प्राधिकृत प्रतिनिधि के रूप में बोर्ड के संकल्प द्वारा सम्यक रूप से नियुक्त व्यक्ति ।

(iii) अपील के किसी अन्य पक्षकार के संबंध में, ऐसे पक्षकार द्वारा उसकी ओर से उपस्थित होने, अभिवचन करने और कार्य करने के लिए सम्यक रूप से प्राधिकृत व्यक्ति ।

(ग) “बोर्ड” से अधिनियम की धारा 5 की उपधारा (1) के अधीन गठित बैंक का निदेशक बोर्ड अभिप्रेत है ।

(घ) “विकास बैंक” से अधिनियम की धारा 3 के अधीन स्थापित भारतीय औद्योगिक विकास बैंक अभिप्रेत है ।

(ङ) “प्ररूप” से इन नियमों से संलग्न प्ररूप अभिप्रेत है ।

(च) “पक्षकार” से ऐसा व्यक्ति, जो केन्द्रीय सरकार के समक्ष अपील फाइल करता है, और प्रत्यर्थी अभिप्रेत है ।

(छ) “नियमों” से अधिनियम के अधीन बनाए गए नियम अभिप्रेत है ।

(ज) ऐसे अन्य पदों के, जो यहाँ परिभाषित नहीं हैं, वही अर्थ होंगे जो अधिनियम में हैं ।

### 3. अपील का प्ररूप

अधिनियम की धारा 13 घ की उपधारा (3) के अधीन प्रत्येक अपील धारा 13घ की उपधारा (2) के अधीन किए गए बोर्ड के आदेश या इन्कार से व्यक्ति किसी व्यक्ति द्वारा प्ररूप में केन्द्रीय सरकार को की जाएगी ।

### 4. वह समय जिसके भीतर अपील की जानी है

(i) व्यक्तित्व व्यक्ति द्वारा अपील अधिनियम की धारा 13घ की उपधारा (2) के अधीन किए गए

बोर्ड के आदेश या इन्कार की उसकी संसूचना की तारीख से तीस दिन की अवधि के भीतर की जाएगी ।

(ii) जब अपील उपनियम (1) में विहित तीस दिन की अवधि की समाप्ति के पश्चात् की जाती है जब उसके साथ शपथपत्र द्वारा समर्थित आवेदन होगा जिसमें से तथ्य दिए जाएंगे जिन पर अपीलार्थी केन्द्रीय सरकार का यह समाधान करने के लिए निर्भर करता है कि तीस दिन की उक्त अवधि के भीतर अपील न करने के लिए उसके पास पर्याप्त कारण था;

परन्तु यदि केन्द्रीय सरकार का यह समाधान हो जाता है कि अपीलार्थी के पास पूर्वोक्त अवधि के भीतर अपील न करने के लिए पर्याप्त कारण था तो वह, ऐसे कारणों से, जो लेखबद्ध किए जाएंगे, पूर्वोक्त अवधि की समाप्ति के पश्चात् किन्तु बोर्ड के आदेश या इन्कार की उसकी संसूचना की तारीख से पैंतालीस दिन की समाप्ति के पूर्व अपील ग्रहण कर सकेगी ।

### 5. फीस का संदाय

(1) अपील के प्रत्येक आपन के साथ 500 रु. की फीस होगी ।

(2) फीस की रकम भारतीय स्टेट बैंक की किसी शाखा में चालान द्वारा “0070-अन्य प्रशासनिक सेवा, 60—अन्य सेवाएं-800 अन्य प्राप्तियां” शीर्ष के अधीन जमा कराई जाएगी ।

### 6. अपील की विषय-वस्तु

(1) नियम 3 के अधीन फाइल की गई प्रत्येक अपील अंग्रेजी या हिन्दी में लिखी जाएगी और उसमें अपील के आधार सुभिन्न शीर्षकों के अधीन संक्षिप्त रूप में दिए जाएंगे जिन्हें क्रमबद्धी रूप से संख्यांकित किया जाएगा ।

(2) प्रत्येक अपील प्ररूप में दो प्रतियों में फाइल की जाएगी और उसके साथ बोर्ड के उस आदेश या इन्कार की जिसके विरुद्ध अपील की गई है, प्रमाणित प्रति, शपथपत्र और अपील के आधारों को समर्थित करने के लिए अन्य दस्तावेज होंगे ।

### 7. प्रतिनिधित्व का अधिकार

(1) अपीलार्थी और अपील का प्रत्येक अन्य पक्षकार केन्द्रीय सरकार के समक्ष स्वयं या अपने प्राधिकृत प्रतिनिधियों के द्वारा उपस्थित हो सकेगा ।

(2) बोर्ड का केन्द्रीय सरकार के समक्ष प्रतिनिधित्व उसके प्राधिकृत प्रतिनिधि के द्वारा किया जाएगा ।

(3) प्राधिकृत प्रतिनिधि के रूप में कार्य करने के लिए किसी व्यक्ति को सशक्त करने वाला प्राधिकार

अपील की सुनवाई के प्रारंभ से पूर्व केन्द्रीय सरकार के पास फाइल किया जाएगा।

#### 8. अपील फाइल करने के लिए प्रक्रिया

- (1) अपील केन्द्रीय सरकार की अपीलार्थी द्वारा स्वयं या उसके प्राधिकृत प्रतिनिधि द्वारा की जाएगी और वह सचिव, भारत सरकार, आर्थिक कार्य विभाग, वित्त मंत्रालय, नई दिल्ली के पते पर रजिस्ट्रीकृत डाक द्वारा भेजी जाएगी।
- (2) उप-नियम (1) के अधीन अपील केन्द्रीय सरकार को उस तारीख की की गई समझी जाएगी जिसको वह सचिव, भारत सरकार, आर्थिक कार्य विभाग, नई दिल्ली के कार्यालय में प्राप्त की जाती है।

#### 9. जानकारी/दस्तावेजों का दिया जाना

- (1) केन्द्रीय सरकार, अपील/विचार करने के पूर्व, अपील के किसी भी पक्षकार से ऐसी अतिरिक्त जानकारी और दस्तावेज देने की अपेक्षा कर सकेगी जिन्हें वह आवश्यक समझे।
- (2) पक्षकार ऐसी जानकारी और दस्तावेज ऐसे आदेश से 30 दिन के या ऐसी अतिरिक्त अवधि के भीतर, जो केन्द्रीय सरकार द्वारा मंजूर की जाए, देंगे।

#### 10. अपील की सुनवाई की तारीख और स्थान का संसूचित किया जाना

केन्द्रीय सरकार, अपील पर विचार करने से पूर्व, संबंधित पक्षकारों को अपील की सुनवाई की तारीख और स्थान संसूचित करेगी और बोर्ड को ऐसी संसूचना के पूर्व या उसके साथ अपील की सूचना भी भेजेगी।

#### 11. अपील की सुनवाई

- (1) नियत दिन को या किसी अन्य दिन को, जिसकी सुनवाई स्थगित की जाए, अपीलार्थी को अपील के समर्थन में सुना जाएगा। उसके पश्चात् केन्द्रीय सरकार, यदि आवश्यक हो, बोर्ड के प्राधिकृत प्रतिनिधि और अपील के किसी अन्य पक्षकार की सुनवाई करेगी और ऐसी दशों में अपीलार्थी उत्तर देने का हकदार होगा।
- (2) यदि अपीलार्थी स्वयं या प्राधिकृत प्रतिनिधि के द्वारा उस समय उपस्थित नहीं होता है जब अपील की सुनवाई के लिए पुकार होती है तो केन्द्रीय सरकार अपील को व्यक्तिगत रूप से खारिज कर सकेगी।

परन्तु यदि अपीलार्थी आवेदन पर केन्द्रीय सरकार का यह समाधान कर देता है कि उसकी उस समय, जब अपील की सुनवाई के लिए पुकार हुई थी, अनुपस्थिति के लिए पर्याप्त कारण था तो केन्द्रीय सरकार एकपक्षीय आदेश को

अप्राप्त करने के लिए आदेश करेगी और अपील को प्रत्या-वर्तित करेगी।

#### 12. केन्द्रीय सरकार द्वारा आदेश

- (1) केन्द्रीय सरकार, अपील पर विचार करने और ऐसी अतिरिक्त जांच करने जो वह आवश्यक समझती है, के पश्चात् या तो अपील को खारिज कर सकेगी, या
  - (क) यह निदेश देते हुए आदेश पारित कर सकेगी कि बोर्ड द्वारा श्रेयों का अंतरण रजिस्टर किया जाए और बोर्ड ऐसे आदेश का आवेदन की प्राप्ति के तीस दिन के भीतर पालन करेगा; या
  - (ख) विकास बैंक के शेयर धारकों के रजिस्टर के परिशोधन का निदेश देते हुए आदेश पारित कर सकेगी; या
  - (ग) अपने विवेक से ऐसे अन्य आदेश पारित कर सकेगी जो वह ठीक और न्यायसंगत समझे।
- (2) ऊपर उपनियम (1) के अधीन पारित आदेश लिखित रूप में होगा और उस पर तारीख डालकर हस्ताक्षर किए जाएंगे तथा संबंधित पक्षकारों को संसूचित किया जाएगा।

[फा. सं. 10(38)/92-आई.एफ.-1]

वी. पी. भारद्वाज, अवर सचिव

प्ररूप

भारतीय औद्योगिक विकास बैंक

(केन्द्रीय सरकार को अपील)

(नियम 3 देखिए)

अपील का प्ररूप

प्रेषक :

(यहां अपीलार्थी का नाम और पता उल्लिखित करें)

सेवा में

सचिव,  
भारत सरकार,  
आर्थिक कार्य विभाग,  
वित्त मंत्रालय,  
नई दिल्ली।

महोदय,

ऊपर नामित अपीलार्थी भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 13घ का उपधारा (3) के अधीन यह अपील निम्नलिखित



तथ्यों और आधारों पर उक्त अधिनियम के अधीन पारित विकास बैंक बोर्ड के आदेश/हंकार के विरुद्ध करता है।

तथ्य

(यहां मामले के तथ्यों का संक्षेप में उल्लेख करें। बोर्ड के आदेश/हंकार की प्रमाणित प्रति, शपथपत्र और अन्य सुसंगत दस्तावेजों की, यदि कोई हों, प्रतियां संलग्न करें)।

आधार

(यहां आधारों का उल्लेख करें जिन पर अपील की जाती है)

प्रार्थना

ऊपर जो कुछ कथित है उसको ध्यान में रखते हुए अपीलार्थी प्रार्थना करता है कि उसे निम्नलिखित अनुतोष अनुदान किया जाये।

आह्वान किया अनुतोष

(आह्वान किया अनुतोष विनिश्चित करें)

इस अपील के लिये फीस के रूप में-----रुपये  
की रकम भारतीय स्टेट बैंक की-----शाखा  
में चालान सं.-----तारीख-----द्वारा  
जमा करा दी गई है।

स्थान----- (अपीलार्थी या उसके प्राधिकृत  
तारीख----- प्रतिनिधि के हस्ताक्षर)

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 15th November, 1995

S.O. 3113.—In exercise of the powers conferred by Sub-section (3) of Section 13D of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby makes the following Rules, namely :

(1) Short title and commencement (1)—These rules may be called the Industrial Development Bank of India (Appeal to the Central Government) Rules, 1995.

(2) They shall come into force on the date of their publication in the official Gazette.

2. Definitions.—In these rules, unless the context otherwise requires,—

(a) 'Act' means the Industrial Development Bank of India Act, 1964 (18 of 1964);

(b) "Authorised representative" means—

(i) in relation to an appellant, a person duly authorised by the appellant to present an appeal on his behalf to the Central Government;

(ii) in relation to the Board, a person duly appointed by the Board by resolution as authorised representative to appear, plead and act for the Board in any appeal under these rules.

(iii) in relation to any other party to the appeal, a person duly authorised by such party to appear, plead and act on his behalf.

(c) "Board" means the Board of Directors of the Development Bank constituted under Sub-section (1) of Section 5 of the Act.

(d) "Development Bank" means the Industrial Development Bank of India established under Section 3 of the Act.

(e) "Form" means the form appended to these rules.

(f) "Party" means a person who files an appeal before the Central Government and the respondent.

(g) "Rules" means rules made under the Act.

(h) Other expressions which are not defined here shall have the meanings respectively assigned to them in the Act.

(3) Form of Appeal

Every appeal under sub-section (3) of section 13D of the Act shall be preferred by any person aggrieved by an order or refusal of the Board made under sub-section (2) of Section 13D to the Central Government in the Form.

(4) Time within which appeal is to be preferred

(1) An appeal shall be preferred by the aggrieved person within a period of thirty days from the date of communication to him of the order or refusal of the Board made under sub-section (2) of section 13D of the Act.

(2) When the appeal is preferred after the expiry of the period of thirty days specified in sub-rule (1), it shall be accompanied by an application supported by an affidavit setting forth the facts on which the appellant relies to satisfy the Central Government that he had sufficient cause for not preferring the appeal within the said period of 30 days :

Provided that if the Central Government is satisfied that the appellant had sufficient cause for not preferring the appeal within the aforesaid period, it may, for reasons to be recorded in writing, admit the appeal after the expiry of the aforesaid period but before the expiry of forty-five days from the date of communication to him of the order or refusal of the Board.

5. Payment of fees

(1) Every memorandum of appeal shall be accompanied by a fee of Rs. 500/-.

(2) The amount of fees shall be deposited by means of a challan with any branch of State Bank of India under the Head — 0070 — Other Administrative service

60 — Other services

800 — Other Receipts

6. Contents of appeal

(1) Every appeal filed under rule 3 shall be written in English or Hindi and shall set forth concisely under distinct heads, the grounds of appeal which shall be numbered consecutively.

(2) Every appeal shall be filed in the Form in duplicate and shall be accompanied by a certified copy of the order of refusal of the Board appealed against, affidavit and other documents to support the grounds of appeal.

7. Right to representation

(1) An appellant and every other party to the appeal may appear before the Central Government in person or through their authorised representatives.

(2) The Board shall be represented before the Central Government through its authorised representative.

(3) Authorisation empowering a person to act as an authorised representative shall be filed with the Central Government before the commencement of the hearing of the appeal.

(8) Procedure for filing appeal

(1) An appeal shall be preferred either by the appellant in person or his authorised representative to the Central Government and the same shall be addressed to the Secretary

to the Government of India, Department of Economic Affairs,  
Ministry of Finance, New Delhi by registered post.

(2) An appeal under sub-rule (1) shall be deemed to have been preferred to the Central Government on the date on which it is received in the office of the Secretary to the Government of India, Department of Economic Affairs, Ministry of Finance, New Delhi.

(9) Furnishing of information/documents

(1) The Central Government may, before considering the appeal, require any party to the appeal, to furnish such further information and documents as it considers necessary.

(2) The parties shall furnish such information and documents within 30 days of such order or such further period as may be granted by the Central Government.

(10) Date and Place of hearing of appeal to be communicated

The Central Government shall communicate, before considering the appeal, to the parties concerned, the date and place of the hearing of the appeal and shall also send a notice of the appeal to the Board either before or with such communication.

(11) Hearing of appeal

(1) On the day fixed or on any other day to which the hearing may be adjourned, the appellant shall be heard in support of the appeal. The Central Government shall then, if necessary, hear the authorised representative of the Board and any other party to the appeal and in such case the appellant shall be entitled to reply.

(2) In case the appellant does not appear in person or through an authorised representative when the appeal is called for hearing, Central Government may dismiss the appeal for default :

Provided that if the appellant on an application satisfy the Central Government, that there was sufficient cause for his non-appearance when the appeal was called for hearing, the Central Government shall make an order setting aside ex-parte order and restore the appeal.

(12) Orders by the Central Government

(1) The Central Government may after considering the appeal and making such further enquiry as it considers necessary, either dismiss the appeal or

- pass an order directing that the transfer of shares shall be registered by the Board and the Board shall comply with such order within thirty days of the receipt of the order; or
  - pass an order directing the rectification of the register of the share-holders of the Development Bank; or
  - in its discretion, pass such other orders as it may deem fit and just.
- (2) The order passed under Sub-rule (1) above shall be in writing and shall be signed and dated and shall be communicated to the concerned parties.

[F. No. 10(38)/92-JFI]

V. P. BHARDWAJ, Under Secy.

FORM

INDUSTRIAL DEVELOPMENT BANK OF INDIA

(Appeal to the Central Government)

(See Rule 3)

Form of Appeal

From

(Mention the name and address of the appellant here)

To,

The Secretary to the Government of India,  
Department of Economic Affairs,  
Ministry of Finance,  
New Delhi.

Sir,

The appellant named above, begs to prefer this appeal under Sub-section (3) of section 13D of the Industrial Development Bank of India Act, 1964 (15 of 1964) against Order/refusal of the Board of Development Bank passed under the said Act on the following facts and grounds.

FACTS

(Mention briefly the facts of the case here. Enclose certified copy of the order/refusal of the Board, an affidavit and copies of other relevant documents, if any).

GROUND

(Mention here the grounds on which the appeal is made).

PRAYER

In the light of what is stated above, the appellant prays that he/she/it may be granted the following relief.

RELIEF SOUGHT

(Specify the relief sought)

The amount of Rs. \_\_\_\_\_ as fees for this appeal has been deposited vide challan No. \_\_\_\_\_ dated \_\_\_\_\_ with \_\_\_\_\_ branch of the State Bank of India.

(Signature of the Appellant or  
his authorised representative)

उद्योग मंत्रालय

(सबु उद्योग तथा कृषि एवं ग्रामीण उद्योग विभाग)

नई दिल्ली, 4 अक्टूबर, 1995

का.प्रा. 3114.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिकारियों की वेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे की मारणी के स्तंभ (1) में उल्लिखित अधिकारी को, जो दिल्ली राष्ट्रीय राजधानी राज्य क्षेत्र शासन का राजपत्रित अधिकारी है, उक्त अधिनियम के प्रयोजनों के लिये सम्पदा अधिकारी नियुक्त करती है, जो उक्त मारणी के स्तंभ (2) में की तत्स्थानी प्रविष्टि में विनिर्दिष्ट सरकारी स्थानों के संबंध में अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन संपदा अधिकारी को प्रदत्त शक्तियों का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करेगा।

सारणी		(1)	(2)
अधिकारी का नाम और पदनाम	सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं		(ii) पटपड़गंज औद्योगिक सम्पदा।
(1)	(2)		(iii) बादली औद्योगिक सम्पदा।
			(iv) नरेला औद्योगिक सम्पदा।
			(v) ओखला औद्योगिक सम्पदा।
			(vi) इलेक्ट्रानिक्स ओखला फेज-II के लिये क्रियाशील औद्योगिक सम्पदा।
1. श्री एच. एल. मलिक, संयुक्त निदेशक, उद्योग (दक्षिण), उद्योग विभाग, दिल्ली राष्ट्रीय राजधानी राज्यक्षेत्र शासन।	दिल्ली राष्ट्रीय राजधानी राज्यक्षेत्र शासन के या उसके द्वारा पट्टे पर लिये गये दिल्ली राष्ट्रीय राजधानी राज्यक्षेत्र में निम्नलिखित स्थान।		
	(i) (क) ओखला	यह संयुक्त सचिव (लघु उद्योग तथा कृषि एवं ग्रामीण उद्योग विभाग) के अनुमोदन से जारी की जाती है।	
	(ख) झंडेवालान		
	(ग) वजीरपुर		
	स्थित फ्लैटनुमा (फ्लैटेड) कारखाना कम्प्लेक्स।		
		[फा.सं. 15/5/94-एसएस आई(पी.)] बेनी राम, अवर सचिव	

## MINISTRY OF INDUSTRY

(Department of Small Scale Industries and Agro and Rural Industries)

New Delhi, the 4th October, 1995.

S.O. 3114 :—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being a Gazetted Officer of the Government of the National Capital Territory of Delhi, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed on estate officer by or under the said Act within the local limits of his jurisdiction in respect of the public premises specified in the corresponding entry in column (2) of the said Table.

TABLE

Name and Designation of the Officer	Categories of Public Premises and local limits of jurisdiction
1	2
1. Shri H.L. Malik Joint Director of Industries (South), Department of Industries, Government of the National Capital Territory of Delhi.	In the National Capital Territory of Delhi the following premises belonging to or taken on lease by the Government of the National Capital Territory of Delhi. Flatted Factories Complex at (i) (a) Okhla (b) Jhandewalan (c) Wazirpur (ii) Parpaganj Industrial Estate. (iii) Badli Industrial Estate. (iv) Narela Industrial Estate. (v) Okhla Industrial Estate. (vi) Functional Industrial Estate for Electronics Okhla Phase-II.

This issues with the approval of the Joint Secretary (Small Scale Industries and Agro and Rural Industries).

[F. No. 15/5/94—SSI(P)]  
BENI RAM, Under Secy.

बाणिज्य मंत्रालय

MINISTRY OF COMMERCE

(विदेश व्यापार महानिदेशालय)

(Directorate General of Foreign Trade)

(निर्यात प्रभाग) —

(Export Division)

घाटेश

नई दिल्ली, 17 नवम्बर, 1995

ORDER

New Delhi, the 17th November, 1995

का.घा. 3115-मै. सतनाम ओवरसीज लिमिटेड 201 विप्स सेंटर, 2 कम्युनिटी कॉम्प्लेक्स सेंटर कैलाश-2 नई दिल्ली को 739039 अमरीकी डालर के पोत पर्यन्त निशुल्क मूल्य के लिए 1000 मी. टन दालों के निर्यात के लिए निर्यात लाइसेंस सं. 0011222 दिनांक 13-7-95 जारी किया गया था और उपरोक्त निर्यात लाइसेंस जारी होने के बाद आई सी डी. दिल्ली और कांडवा (गांधी धाम) सीमाशुल्क के पास पंजीकृत था।

2. फर्म ने अब इस आधार पर निर्यात लाइसेंस की अनुलिपि जारी करने के लिए आवेदन किया है कि निर्यात लाइसेंस आई सी डी दिल्ली और कांडवा (गांधीधाम) सीमाशुल्क के पास पंजीकृत होने के बाद खो/अस्थानस्थ हो गया है।

3. प्रपरी बात के समर्थन में लाइसेंसधारी ने नोटरी पब्लिक के समक्ष विधिवत शपथ लेकर स्टाम्प पेपर पर शपथपत्र दाखिल किया है। फर्म ने उपरोक्त शपथपत्र में यह भी बताया है कि निर्यात लाइसेंस सं. 0011222 दिनांक 13-7-95 में 729039 अमरीकी डालर पोत पर्यन्त निशुल्क मूल्य के निर्यात किए जाने वाली 1000 मी. टन दालों में से उन्होंने 675086 अमरीकी पोत पर्यन्त निशुल्क मूल्य के 920 मी. टन दालों का पत्रले ही निर्यात किया है और निर्यात पूरा करने के लिए ऊपर उल्लिखित लाइसेंस में 53953 अमरीकी डालर के पोत पर्यन्त मूल्य के लिए 80 मी. टन दालों की मात्रा बची है।

4. मैं तबनुसार संतुष्ट हूँ कि फर्म से मूल निर्यात लाइसेंस सं. 0011222 दिनांक 13-7-1995 खो गई/अस्थानस्थ हो गई है। मैं विदेश व्यापार (विकास एवं विनियमन) अधिनियम, 1992 की धारा 9(4) के अधीन प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा मै. सतनाम ओवरसीज लिमिटेड 201 विप्स सेंटर, 2, कम्युनिटी कॉम्प्लेक्स सेंटर कैलाश-2 नई दिल्ली को जारी उपरोक्त मूल निर्यात लाइसेंस सं. 0011222 दिनांक 13-7-95 रद्द करता हूँ।

5. फर्म को निर्यात लाइसेंस की अनुलिपि प्रति अलग से जारी की जा रही है।

[फा.सं. 40/14/95-ई.2]

आशुतोष मिश्रा, उप महानिदेशक, विदेश व्यापार  
हुते महानिदेशक विदेश व्यापार

S.O. 3115.—M/s. SATNAM OVERSEAS LTD., 201 VIPPS CENTRE, 2, COMMUNITY COMPLEX, GREATER KAILASH II, NEW DELHI were issued Export Licence No. 0011222 Dated 13-7-95 for export of 1000 M.T. of pulses for F.O.B. value of US \$ 729039 and that the said export licence after issue was registered with ICD, Delhi and Kandla (Gandhidham) Customs.

2. The firm has now applied for issue of Duplicate Export Licence on the ground that the same has been lost/misplaced after having been registered with ICD, Delhi and Kandla (Gandhidham) Customs.

3. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public. The firm has also affirmed in the said affidavit that out of 1000 M.T. of pulses to be exported for F.O.B. value of US \$ 729039 in the Export Licence No. 0011222, dated 13-7-95, they have already made exports of pulses @ 920 M.T. for F.O.B. value of US \$ 675086 and the quantity of pulses left in the above said licence for completing the export is 80 M.T. for F.O.B. value of US \$ 53953.

4. I am accordingly, satisfied that the original Export Licence No. 0011222 dated 13-7-95 has been lost/misplaced by the firm. I, therefore, in exercise of the powers conferred on me under Section 9(4) of Foreign Trade (Development and Regulation) Act, 1992 hereby cancel the said original Export Licence Number 0011222 dated 13-7-95 issued to M/s. Satnam Overseas Ltd., 201, VIPPS Centre, 2, Community Complex, Greater Kailash II, New Delhi

5. A duplicate Export Licence is being issued to the firm separately.

[F. No. 40/14/95-E.II]

ASHUTOSH MISHRA, Dy. Director Genl. of Foreign Trade  
for Director General of Foreign Trade

कोयला मंत्रालय

नई दिल्ली, 6 जून, 1995

का.आ. 3116:—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपावृद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी.आई. (ई)/III/जे.जे.एम.आर./565/95, तारीख 5 जनवरी, 1995 का निरीक्षण वेस्टर्न कोलफील्ड्स लि. (राजस्थान विभाग) कोल इस्टेट, सिविल लाइन्स, नागपुर-440001 (महा-

राष्ट्र) के कार्यालय में या कलक्टर चन्द्रपुर (महाराष्ट्र) के कार्यालय में या कोयना नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है :

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितवन्त सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी जवशों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर, भार साधक अधिकारी/विभागाध्यक्ष (राजस्व), वेस्टर्न कोलफील्ड्स लि., कोल इस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) को भेजेंगे।

अनुसूची

धोरवासा खंड

मझरी क्षेत्र

जिला—चन्द्रपुर (महाराष्ट्र)

रेखांक सं. सी.आई. (ई)/III/जे.जे.एम.आर./565-195, तारीख 5 जनवरी, 1995

क्र.सं.	ग्राम का नाम	पटवारी सकिल सं.	तहसील	जिला	क्षेत्रहेक्टर में	टिप्पणियां
1.	चारगांव	28	भद्रावती	चन्द्रपुर	30.30	भाग
2.	धोरवासा	28	भद्रावती	चन्द्रपुर	299.00	भाग
3.	तेलवासा	28	भद्रावती	चन्द्रपुर	5.08	भाग
कुल क्षेत्र					334.30 हेक्टर (लगभग)	
					या	
					826.28 एकड़ (लगभग)	

सीमा वर्णन :

- क-ख रेखा बिन्दु "क" से आरंभ होती है और ग्राम चारगांव से होकर जाती है तथा बिन्दु "ख" पर मिलती है।
- ख-ग रेखा ग्राम चारगांव और धोरवासा को सम्मिलित ग्राम सीमा के साथ-साथ जाती है, फिर ग्राम धोरवासा से होकर आगे बढ़ती है और बिन्दु "ग" पर मिलती है।
- ग-घ रेखा ग्राम धोरवासा से होकर जाती है और बिन्दु "घ" पर मिलती है।
- घ-ङ रेखा ग्राम तेलवासा और धोरवासा की सम्मिलित ग्राम सीमा के साथ-साथ जाती है, फिर ग्राम तेलवासा से होकर आगे बढ़ती है और बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा ग्राम तेलवासा से होकर जाती है, फिर ग्राम धोरवासा से होकर आगे बढ़ती है और बिन्दु "च" पर मिलती है।
- च-क रेखा ग्राम धोरवासा और चारगांव की सम्मिलित ग्राम सीमा के साथ-साथ जाती है, फिर ग्राम चारगांव से होकर आगे बढ़ती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा.सं. 43015/9/95-एल.एस.डब्ल्यू]

नरेश्वर भगत, निदेशक

## MINISTRY OF COAL

New Delhi, the 6th June, 1995

S.O. 3116 :—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-I(E)III/JJMR/565-195 dated the 5th January, 1995 of the area covered by this notification can be inspected in the Office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur - 440001 (Maharashtra) or in the office of the Collector, Chandrapur (Maharashtra), or in the Office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) within ninety days from the date of publication of this notification.

SCHEDULE  
Dhorwasa Block

Majri Area

District Chandrapur (Maharashtra)

[Plan No. C-I(E)III/JJMR/565-195, dated the 5th January, 1995]

Sl. No.	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Chargaon	28	Bhadravati	Chandrapur	30.30	Part
2.	Dhorwasa	28	Bhadravati	Chandrapur	299.00	Part
3.	Telwasa	28	Bhadravati	Chandrapur	5.08	Part
Total area :					334.38 hectare (approximately)	
					Or 826.28 acres (approximately)	

Boundary description :

- A—B Line starts from point 'A' and passes through village Chargaon and meets at point 'B'.
- B—C Line passes along the common village boundary of villages Chargaon and Dhorwasa, then proceeds through village Dhorwasa and meets at point 'C'.
- C—D Line passes through village Dhorwasa and meets at point 'D'.
- D—E Line passes along the common village boundary of villages Telwasa and Dhorwasa, then proceeds through village Telwasa and meets at point 'E'.
- E—F Line passes through village Telwasa, then proceeds through village Dhorwasa and meets at point 'F'.
- F—A Line passes along the common village boundary of villages Dhorwasa and Chargaon, then proceeds through village Chargaon and meets at starting point 'A'.

[No. 43/H5/9/95—LSW]

N. BHARGAT, Director

नई दिल्ली, 6 जून, 1995

का.आ 3117:—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपायय अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आणय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. आई.ई.वी./28/95, तारीख 27 जनवरी, 1995 का निरीक्षण नार्दन कोलफील्ड्स लि. (राजस्व अनुभाग) सिंगरीली के कार्यालय में या कलक्टर, सीधी (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है;

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितवन्त सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटी और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, पारसाधिक अधिकारी/विभागाध्यक्ष (राजस्व), नार्दन कोलफील्ड्स लि., सिंगरीली को भेजेंगे।

## अनुसूची

जयंत खंड एक्सटेंशन (उप खंड-5)

नार्दन कोलफील्ड्स लिमिटेड, सिंगरीली

जिला-सीधी (मध्य प्रदेश)

पूर्वोक्षण के लिए अधिसूचित भूमि

क्र.सं.	ग्राम	तहसील	जिला	क्षेत्र	टिप्पणियां
1.	मेघौली	सिंगरीली	सीधी	600.00 एकड़ (लगभग)	भाग
				कुल क्षेत्र : 600.00 एकड़ (लगभग) या 242.82 हेक्टर (लगभग)	

सीमा वर्णन :

- क-ख रेखा बिंदु "अ" से आरंभ होती है और ग्राम मेघौली से होकर जाती है तथा बिंदु "ख" पर मिलती है।  
 ख-ग रेखा बिंदु "ख" से आरंभ होती है और ग्राम मेघौली से होकर जाती है तथा बिंदु "ग" पर मिलती है।  
 ग-घ रेखा बिंदु "ग" से आरंभ होती है, ग्राम मेघौली से होकर जाती है और बिंदु "घ" पर मिलती है।  
 घ-ङ रेखा बिंदु "घ" से आरंभ होती है, ग्राम मेघौली से होकर जाती है और बिंदु "ङ" पर मिलती है।  
 ङ-च रेखा बिंदु "ङ" से आरंभ होती है और ग्राम मेघौली से होकर जाती है तथा बिंदु "च" पर मिलती है।  
 च-छ रेखा बिंदु "च" से आरंभ होती है और ग्राम मेघौली से होकर जाती है तथा बिंदु "छ" पर मिलती है।  
 छ-क रेखा बिंदु "छ" से आरंभ होती है और ग्राम मेघौली से होकर जाती है तथा आरंभिक बिंदु "क" पर मिलती है।

[फा.सं. 43015/8/95-एल.एस.डब्ल्यू]

मरेन्द्र भगत, निदेशक

New Delhi, 6th June, 1995

S.O. 3117.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands in the locality mentioned in the schedule hereto annexed;

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notice of its intention to prospect for Coal therein.

The plan bearing number Rev/28/95, dated the 27th January, 1995 of the area covered by this notification can be inspected at the office of the Northern Coalfields Limited (Revenue Section), Singrauli or at the office of the Collector, Sidhi (Madhya Pradesh) or at the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-Section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), Northern Coalfields Limited, Singrauli within 90 days from the date of the publication of this notification in the Gazette of India.

## SCHEDULE

JAYANT BLOCK EXTEN (SUB BLOCK V)

NORTHERN COALFIELDS LTD.,

SINGRAULI

DISTRICT SINDHI (MADHYA PRADESH)

Land notified for prospecting :

Sl. No.	Village	Tahsil	District	Area	Remarks
1.	Medhauli	Singrauli	Sidhi	600.00 acres (Approximately)	Part
Total area				600.00 acres (Approximately) OR 242.82 hectares (Approximately)	

## Boundary description :

A—B	Line starts from point 'A' and passes through village Medhauli and meets at point 'B'.
B—C	Line starts from point 'B' and passes through village Madhauli and meets at point 'C'.
C—D	Line starts from point 'C' passes through village Madhauli and meets at point 'D'.
D—E	Line starts from point 'D' passes through village Medhauli and meets at point 'E'.
E—F	Line starts from point 'E' and passes through village Medhauli and meets at point 'F'.
F—G	Line starts from point 'F' and passes through village Medhauli and meets at point 'G'.
G—A	Line starts from point 'G' and passes through village Medhauli and meets at starting point 'A'.

[No. 43015/8/95—LSW]  
N. BHAGAT, Director



नई दिल्ली, 7 जून, 1995

का.आ..3118:—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपायय अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 29) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी-1 (ई)/III/जे.जे.आर./548 का निरीक्षण वेस्टन कोलफील्ड्स लि. (राजस्थान अनुभाग), कोयला एस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) के कार्यालय में या कलक्टर चंद्रपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, पाउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितवश सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चाटों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिन के भीतर, भारसाधक अधिकारी/विभागाध्यक्ष (राजस्थान) वेस्टन कोलफील्ड्स लि., कोयला एस्टेट, सिविल लाइन्स, नागपुर-440001 (महाराष्ट्र) को भेजेंगे।

अनुसूची "क"

मुरमंजरी खंड

मंजरी क्षेत्र

जिला-चंद्रपुर (महाराष्ट्र)

क्र.सं.	ग्राम का नाम	पटवारी सकिन सं.	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	मिनहरी	4	चिमूर	चंद्रपुर	165.46	भाग
2.	अजगांव रिठ	4	चिमूर	चंद्रपुर	95.68	भाग
3.	उरकुडपार	5	चिमूर	चंद्रपुर	110.00	भाग
कुल क्षेत्र					371.14 हेक्टर (लगभग)	
					या	
					917.12 एकड़ (लगभग)	

अनुसूची "ख"

क्र.सं.	बन रेंज का नाम	प्रभाग का नाम	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणी
1.	आरक्षित बन	ब्रह्मपुरी	चिमूर	मचंद्रपुर	2282.53	भाग
					हेक्टर में (लगभग)	
					या	
					5640.36 एकड़ (लगभग)	
कुल योग		अनुसूची "क" + अनुसूची "ख"				
		371.14 + 2282.53 = 2653.67 हेक्टर (लगभग)				
		6557.48 एकड़ (लगभग)				

सीमा वर्णन :

क-ख रेखा "क" बिन्दु से आरंभ होती है और आरक्षित बन चिमूर रेंज से होकर जाती है और बिन्दु "ख" पर मिलती है।

ख-ग रेखा आरक्षित बन, मंद रेंज, नागपुर जिला और आरक्षित बन, चिमूर रेंज, चंद्रपुर की सम्मिलित सीमा के साथ-साथ जाती है तथा बिन्दु "ग" पर मिलती है।

- ग-घ रेखा आरक्षित वन विभूर रेंज से होकर जाती है और बिन्दु "व" पर मिलती है।
- घ-ङ रेखा आरक्षित वन, विभूर रेंज से होकर जाती है, फिर ग्राम उरकुडपार से होकर आगे जाती है और ग्राम उरकुडपार तथा आरक्षित वन विभूर रेंज की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा ग्राम गिरीधुवा और आरक्षित वन विभूर रेंज की सम्मिलित सीमा के साथ-साथ जाती है तथा बिन्दु "च" पर मिलती है।
- च-छ-क रेखा आरक्षित वन विभूर रेंज से होकर जाती है फिर ग्राम मिजरी, अजगाव रिठ होकर आगे बढ़ती है और आरक्षित वन, विभूर रेंज से होकर जाती है तथा आरंभिक बिन्दु "क" पर मिलती है।

[ता.सं. 43015/4/95-एल.एस. डब्ल्यू.]

नरेन्द्र भगत, निदेशक

New Delhi, the 7th June, 1995

S.O.....3118.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedules hereto annexed;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Rearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal therein.

The plan bearing No. C-I(E)III/JJR/548-0494 dated the 8th April, 1994 of the area covered by this notification can be inspected in the office of the Western Coalfields Limited (Revenue Department), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) or in the office of the Collector, Chandrapur (Maharashtra) or in the office of the Coal Controller, 1, Council House Street, Calcutta.

All persons interested in the lands covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer-in-Charge/Head of the Department (Revenue), Western Coalfields Limited, Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra) within ninety days from the date of publication of this notification.

SCHEDULE A  
SURMANJRI BLOCK  
MAJRI AREA

District Chandrapur (Maharashtra)

Sl. No.	Name of village	Patwari circle number	Tahasil	District	Area in hectares	Remarks
1.	Minzari	4	Chimur	Chandrapur	165.46	Part
2.	Ajgaon Rith	4	Chimur	Chandrapur	95.68	Part
3.	Urkudpar	5	Chimur	Chandrapur	110.00	part
Total area :					371.14 hectares (approximately)	
					OR	
					917.12 acres (approximately)	

## SCHEDULE 'B'

Sl. No.	Name of Forest Range	Name of Division	Tahasil	District	Area in hectares	Remarks
1.	Reserve Forest Chimur Range	Bramhapuri	Chimur	Chandrapur	2282.53 hectares (approximately) OR 5640.36 acres (approximately)	Part

Grand Total (Schedule 'A' + Schedule 'B')

371.14 + 2282.53 — 2653.67 hectares (approximately)  
or  
6557.48 acres (approximately)

## Boundary description :

A—B	Lines starts from point 'A' and passes through Reserve Forest Chimur Range and meets at point 'B'.
B—C	Line passes along the common boundary of Reserve Forest, Nand Range, Nagpur district and Reserve Forest, Chimur Range, Chandrapur District and meets at point 'C'.
C—D	Line passes through Reserve Forest, Chimur Range and meets at point 'D'.
D—E	Line passes through Reserve Forest, Chimur Range, then proceeds through village Urkudpar and passes along the common boundary of village Urkudpar and Reserve Forest Chimur Range and meets at point 'E'.
E—F	Line passes along the common boundary of village Pitichuwa and Reserve Forest Chimur Range and meets at point 'F'.
F—G—A	Line passes through Reserve Forest, Chimur Range, then proceeds through villages Min zari, Ajgaon Rith and passes through Reserve Forest, Chimur Range and meets at starting point 'A'.

[No. 43015/4/95—LSW]

N. BHAGAT, Director

शुद्धि-पत्र

नई दिल्ली, 9 नवम्बर, 1995

का.शा. 3119.—भारत के राजपत्र तारीख 27 मई, 1945 के भाग-II, खंड 3, उपखंड (ii) में पृष्ठ क्रमांक 1977 से 1979 पर प्रकाशित भारत सरकार योजना मंत्रालय की अधिसूचना का.शा.सं. 1401, तारीख 17 अप्रैल, 1995 में—पृष्ठ क्रमांक 1978, तालिका में क्षेत्र हेक्टर में स्तंभ के नीचे—

क्रम संख्या 1, "28.82" के स्थान पर "28.582" पढ़ें।

तालिका में ग्राम स्तंभ के नीचे

क्रम संख्या 2 "धरताराई" के स्थान पर "जरताराई" पढ़ें। और जहाँ वहाँ भी "धरताराई" शब्द प्रयुक्त हुआ हो उसके स्थान पर "जरताराई" पढ़ें।

ग्राम जरताराई में अजित किए जाने वाले खतरा संख्या (भाग) में

पंक्ति 3, "653 से 671 (भाग)" के स्थान पर "653 से 671" पढ़ें।

पंक्ति 6 "278/89" के स्थान पर "278/891" पढ़ें।

पंक्ति 7, "668/88" के स्थान पर "667/898" पढ़ें।

सीमा वर्णन में, रेखा क-ख

पंक्ति 1, "ग्राम मलगा" के स्थान पर "ग्राम मलगा" पढ़ें।

पंक्ति 2, "316, 3 5" के स्थान पर "ग्राम मलगा" पढ़ें।

रेखा ख-ग,

पंक्ति 1, "325, 32" के स्थान पर "325, 322" पढ़ें।

पंक्ति 2, "270, 27" के स्थान पर "270, 271", पढ़ें।

पंक्ति 3, "वि "ग" के स्थान पर "विन्दु "ग" पढ़ें।

पृष्ठ क्रमांक 1979 रेखा ग-घ-ड. में

पंक्ति 1, "ग्राम भवहाही" के स्थान पर "ग्राम भलवाही" पढ़ें।

रेखा "ड.-च" के स्थान पर "ड.-च" पढ़ें।

रेखा च-छ-ज में,

पंक्ति 2, "मलगा" के स्थान पर "मलग" पढ़ें। और जहां कहीं भी "मलगा" शब्द प्रयुक्त हुआ हो उसके स्थान पर "मलग" पढ़ें।

[फा.सं. 43015/10/94-एल.एस.डब्ल्यू.]

नरेन्द्र भगत, निदेशक

### CORRIGENDUM

New Delhi, the 9th November, 1995

S.O. 3119.—In the notification of the Government of India in the Ministry of Coal S.O. Number 1401, dated 17th April, 1995, published at pages 1979 to 1980 of the Gazette of India, Part-II, Section 3, Sub-section (ii) dated 27th May, 1995—

1. At page 1979,

(i) in line 18, for "measure" read "measuring".

(ii) in line 35, for "of hewhole" read "of the whole".

2. At page 1980,

(i) in line 3, for "647 (part)" read "647(part)".

(ii) in line 5, for "706 (part)" read "706(part)".

(iii) in line 8-9, for "264/800" read "264/890".

(iv) under the heading Boundary description, in sub-heading "B-C", in line 2, for "322, 21" read "322, 321".

[No. 43015/10/94-LSW]

N. BHAGAT, Director

नई दिल्ली, 9 नवम्बर, 1995

का.आ. 3120 :—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 7 की उपधारा (1) के अधीन जारी भारत के राजपत्र, भाग II, खंड 3 उपखंड (ii), तारीख 23 मार्च, 1995 में प्रकाशित, भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का.आ. 779, तारीख 23 फरवरी, 1995 द्वारा उस अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में, जिसका माप 2103.29 एकड़ (लगभग) या 851.189 हेक्टर (लगभग) है, खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और खनिजों को तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन करने के अपने प्राण्य की सूचना दी थी;

और सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 8 के अनुसरण में केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार का, पूर्वोक्त रिपोर्ट पर विचार करने के पश्चात् और मध्य प्रदेश सरकार से परामर्श करने के पश्चात्, यह समाधान हो गया है कि इससे संलग्न अनुसूची में वर्णित 2103.29 एकड़ (लगभग) या 851.189 हेक्टर (लगभग) अर्जित किए जाने चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 9 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इससे संलग्न उक्त अनुसूची में वर्णित 2103.29 एकड़ (लगभग) या 851.189 हेक्टर (लगभग) माप वाली भूमि में खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और खनिजों के तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार अर्जित किए जाते हैं;

इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक सं. एस.ई.सी.एल./डी.एल.पी./जी.एम. (पी.एल.जी.)/खंड/153, तारीख 21 अगस्त, 1995 का निरीक्षण बलफट्टर, विलासपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में या, माउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग), सीपत रोड, विलासपुर-495 006 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

## भनसूची

अमरपुर ब्लाक

कोरवा कोलफील्ड्स

जिला-बिलासपुर (मध्य प्रदेश)

खसम अधिकार

राजस्व भूमि

क्र.सं.	ग्राम का नाम	पटवारी हल्का संख्यांक	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणियां
1.	अमरपुर (असर्वेक्षित)	41	कटघोड़ा	बिलासपुर	144.548	संपूर्ण
2.	लखतपुर	15	कटघोड़ा	बिलासपुर	026.350	भाग
3.	विजयपुर	41	कटघोड़ा	बिलासपुर	210.755	भाग
4.	गल	41	कटघोड़ा	बिलासपुर	017.729	भाग
5.	डोकरीखार	41	कटघोड़ा	बिलासपुर	084.220	भाग

जोड़ : 483.602 हैक्टर (लगभग)

वन भूमि

क्र.सं.	ग्राम का नाम	पटवारी हल्का संख्यांक	तहसील	जिला	क्षेत्र हैक्टर में	टिप्पणियां
1.	लखतपुर	15	कटघोड़ा	बिलासपुर	119.821	भाग
2.	विजयपुर	41	कटघोड़ा	बिलासपुर	210.635	भाग
3.	डोकरीखार	41	कटघोड़ा	बिलासपुर	037.131	भाग

जोड़ : 367.587 हैक्टर (लगभग)

कुल जोड़ 851.189 हैक्टर (लगभग)

या

2103.29 एकड़ (लगभग)

1. अमरपुर (संपूर्ण) में अर्जित किये गये प्लॉट संख्यांक

असर्वेक्षित

2. ग्राम लखतपुर (भाग) में अर्जित किये गये प्लॉट संख्यांक :

1(भाग), 25(भाग), 26(भाग), 27, 28(भाग), 29/4(भाग), 537(भाग), 538, 541(भाग), 542(भाग), 548 (भाग), 550(भाग), 551 से 554, 555(भाग), 556 से 578, 579(भाग), 582(भाग), 583(भाग), 584/1(भाग), 584/2 (भाग), 589 (भाग), 631 (भाग), 635/4(भाग),

## 3. ग्राम बिजयपुर (संपूर्ण) में अर्जित किये गये प्लॉट संख्यांक :

1/1, 1/2, 2 से 11, 12/1, 12/2, 13 से 22, 23/1, 23/2, 24 से 33, 34/1, 34/2, 35 से 73, 74/1, 74/2, 75 से 104, 105/1, 105/2, 106 से 108, 109/1, 109/2, 110 से 113, 114/1, 114/2, 115/1, 115/2, 116 से 130, 131/1, 131/2, 132 से 178, 179/1, 179/2, 180 से 229, 230/1, 230/2, 231 से 274, 275/1, 275/2, 276 से 283, 282/1, 282/2, 283 से 311, 312/1, 312/2, 313 से 338, 339/1, 339/2, 340 से 381, 382/1, 382/2, 383 से 425, 426/1, 426/2, 427 से 438, 439/1, 439/2, 440 से 449

## 4. ग्राम राल (भाग) में अर्जित किये गये प्लॉट संख्यांक :

442(भाग), 462(भाग), 463, 464(भाग), 465 से 480, 481/1, 481/2, 482 (भाग), 483(भाग), 484, 485(भाग) 486(भाग), 487

## 5. ग्राम डोकरीखार (संपूर्ण) में अर्जित किये गये प्लॉट संख्यांक :

1 से 33, 34/1, 34/2, 35 से 72, 73/1, 73/2, 74 से 76, 77/1, 77/2, 78 से 338

## सीमा वर्णन

- क—ख रेखा ग्राम अमरपुर, मोहनपुर, सुतारा के त्रिजंघन पर बिन्दु “क” से आरंभ होती है और ग्राम अमरपुर-सुतारा, लखनपुर-सुतारा के सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु “ख” पर मिलती है।
- ख—ग रेखा प्लॉट संख्यांक 1, 25, 26, 29/4, 28, 29/4, 537, 555, 541, 542, 550, 548, 550, 548, 579, 582, 583, 584/2, 584/1, 583, 582, 589, 631, 635/4 से ग्राम लखनपुर होकर जाती है फिर भागतः ग्राम बिजयपुर-लखनपुर की सम्मिलित सीमा के साथ-साथ जाती है और बिन्दु “ग” पर मिलती है।
- ग—घ—ङ रेखा ग्राम बिजयपुर-अमरपुर, बिजयपुर-जवाली, डोकरीखार-डोंगरी की सम्मिलित सीमाओं के साथ-साथ जाती है और बिन्दु “ङ” पर मिलती है।
- ङ—च रेखा ग्राम राल-डोकरीखार की सम्मिलित सीमा के साथ-साथ भागतः जाती है, फिर प्लॉट संख्यांक 486, 485, 483, 482, 462, 464, 442, 464 से ग्राम राल होकर जाती है और बिन्दु “च” पर मिलती है।
- च—च 1—क रेखा ग्राम डोकरीखार-राल, अमरपुर-राल, अमरपुर-मोहनपुर की सम्मिलित सीमाओं के साथ-साथ भागतः जाती है और आरंभिक बिन्दु “क” पर मिलती है।

[फा.सं. 43015/18/93—एन.एम. डब्ल्यू.]

नरेन्द्र भगत, निदेशक

New Delhi, the 9th November, 1995

S.O....3120.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 779, dated the 23rd February 1995, issued under sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), and published in Part II, Section 3, Sub-Section (ii) of the Gazette of India, dated 25th March, 1995, the Central Government gave notice of its intention to acquire the rights to mine, quarry, bore, dig and search for, a win, work and carry away minerals in the lands measuring 2103.29 acres (approximately) or 851.189 hectares (approximately) in the locality specified in the Schedule appended to that notification;

And whereas the competent authority, in pursuance of section 8 of the said Act, has made his report to the Central Government;

And whereas the Central Government, after considering the report aforesaid and after consulting the Government of Madhya Pradesh, is satisfied that the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 2103.29 acres (approximately) or 851.189 hectares (approximately) described in the Schedule appended hereto, should be acquired;

Now, therefore in exercise of the powers conferred by sub-section (1) of section 9 of the said Act, the Central Government hereby declares that the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 2103.29 acres (approximately) or 851.189 hectares (approximately) described in the said Schedule appended hereto are hereby acquired.

The plan bearing No.: SECI./BSP/GM(PLG)/Land/153, dated the 21st August, 1995, of the area covered by this notification may be inspected in the Office of the Collector, Bilaspur (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the South Eastern Coalfields Limited (Revenue Department) Seepat Road, Bilaspur-495006 (Madhya Pradesh).

SCHEDULE  
AMARPUR BLOCK  
KORBA COALFIELDS  
DISTRICT—BILASPUR (MADHYA PRADESH)

## MINING RIGHTS

## REVENUE LAND

Serial Number	Name of Village	Patwari Halka Number	Tahsil	District	Area in hectares	Remarks
1.	Amarpur (Unsurveyed)	41	Katghora	Bilaspur	144.548	Full
2.	Lakhanpur	15	Katghora	Bilaspur	026.350	Part
3.	Bijaypur	41	Katghora	Bilaspur	210.55	Part
4.	Ral	41	Katghora	Bilaspur	017.729	Part
5.	Dokarikhar	41	Katghora	Bilaspur	084.220	Part
TOTAL :					483.220	hectares. (Approximately)

## FOREST LAND

Serial Number	Name of Village	Patwari Halka Number	Tahsil	District	Area in hectares	Remarks
1.	Lakhanpur	15	Katghora	Bilaspur	119.821	Part
2.	Bijaypur	41	Katghora	Bilaspur	210.635	Part
3.	Dokarikhar	41	Katghora B	Bilaspur	037.131	Part
TOTAL:					367.587	hectares (approximately)
GRAND TOTAL					851.189	hectares (approximately)
					or 2103.29 Acres (approximately)	

1. Plot numbers acquired in village Amarpur (Full)  
Unsurveyed.

2. Plot numbers acquired in village Lakhanpur (Part).

1 (Part), 25 (Part), 26 (Part), 27, 28 (Part), 29/4 (Part), 537 (Part), 538, 541 (Part), 542 (Part), 548 (Part), 550 (Part), 551 to 554, 555 (Part), 556 to 578, 579 (Part), 582 (Part), 583 (Part), 584/1 (Part), 584/2 (Part), 589 (Part), 631, (Part), 635/4 (Part).

3. Plot numbers acquired in village Bijaypur (Full)

1/1, 1/2, 2 to 11, 12/1, 12/2, 13 to 22, 23/1, 23/2, 24 to 33, 34/1, 34/2, 35 to 73, 74/1, 74/2, 75 to 104, 105/1, 105/2, 106 to 108, 109/1, 109/2, 110 to 113, 114/1, 114/2, 115/1, 115/2, 116 to 130, 131/1, 131/2, 132 to 178, 179/1, 179/2, 180 to 229, 230/1, 230/2, 231 to 274, 275/1, 275/2, 276 to 281, 282/1, 282/2, 283 to 311, 312/1, 312/2, 313 to 338, 339/1, 339/2, 340 to 381, 382/1, 382/2, 383 to 425, 426/1, 426/2, 427 to 438, 439/1, 440/2, 440 to 449.

4. Plot numbers acquired in village Ral (Part).

442 (part), 462 (Part), 463, 464 (part), 465 to 480, 481/1 481/2 482 (part), 483 (part), 484, 485 (part), 486 (part), 487.

5. Plot numbers acquired in village Dokarikhar (Full)

1 to 33, 34/1, 34/2, 35 to 72, 73/1, 73/2, 74 to 76, 77/1, 77/2, 78 to 338.

## BOUNDARY DESCRIPTION

A-B	Line starts from point 'A' on trijunction of villages Amarpur, Mohanpur, Sutarra and passes along the common boundaries of villages Amarpur-Sutarra, Lakhanpur-Sutarra, and meets at point 'B'.
B-C	Line passes through village Lakhanpur through plot numbers 1, 25, 26, 29/4, 28, 29/4, 537, 555, 541, 542, 550, 548, 550 548, 579, 582, 583, 584/2, 584/1, 583, 582, 589, 631, 635/4, then partly along the common boundary of villages (Bijaypur-Lakhanpur and meets at point 'C'.
C-D-E	Line passes along the common boundaries of villages Bijaypur-Abhaipur, Bijaypur-Jawali, Dokarikhar-Dongari and meets at point 'E'.
E-F	Line passes partly along the common boundary of villages Ral-Dokarikhar, then through village Ral through plot numbers 486, 485, 483, 482, 462, 464, 442, 464, and meets at point 'F'.
F-F1-A.	Line passes partly along the common boundaries of villages Dokarikhar-Ral, Amarpur-Ral, Amarpur-Mohanpur and meets at the starting point 'A'.

## पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 15 नवम्बर, 1995

का.भा. 3121- यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि महाराष्ट्र राज्य में आर.सी.एफ. बाल से एस पी जी प्लॉट उत्सार तक पेट्रोलियम के परिवहन के लिए पाइपलाइन गैस अपार्टिटी ऑफ इंडिया लिमिटेड द्वारा बिछाई जानी चाहिए। और यतः यह प्रतीत होता है कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्वारा अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः अब पेट्रोलियम और खनिज पाइपलाइन (भूमि उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्वारा घोषित किया है।

अतः कि उक्त भूमि में हिलबड कोई व्यक्ति उस भूमि को सीधे पाइपलाइन बिछाने के लिए आशेष सक्षम प्राधिकारी, गैस अपार्टिटी ऑफ इंडिया लिमिटेड, बाल-उत्सार गैस पाइपलाइन प्रोजेक्ट "सायली" अध्यागमन नं. 2 अलिनाग को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा और ऐसा आशेष करने वाला हर व्यक्ति विनिर्दिष्ट : यह भी कथन करेगा कि क्या वह चाहता है कि उसकी सुनवाई हो या किसी विधि व्यवसायी की मार्फत।

अनुसूची

आर० सी० एफ० बाल-उत्सार गैस पाइप लाइन परियोजना

राज्य महाराष्ट्र जिल्हा रायगड तहसील : अलिनाग

गांव सर्वे मं. हिस्सा नम्बर गूट नं. अवेकल  
हेक्टर घार सेग्टी-घार.

1	2	3	4	5	6
भाल	11	0 भाग	—	00	05 00
	14	2अ भाग	—	00	26 00
	15	0 भाग	—	00	26 00
	16	0 भाग	—	00	17 00
	17	5 भाग	—	00	44 00
	42	2 भाग	—	00	05 00
	42	1 भाग	—	00	04 00
	40	1 भाग	—	00	27 00
	43	0 भाग	—	00	05 00
	39	2 भाग	—	00	33 00
	37	2 भाग	—	00	05 00
	35	0 भाग	—	00	24 00
	34	0 भाग	—	00	05 00
	33	1 भाग	—	00	07 00
	33	3अ } भाग	—	00	06 00
	33	3ब } भाग	—	00	11 00
	32	1 भाग	—	00	25 00
	28	3अ भाग	—	00	06 00
	28	3ब	—	00	07 00
	28	6 भाग	—	00	04 00
	31	3अ भाग	—	00	34 00

1	2	3	4	5	6
भाल (जारी)	29	1 भाग	—	00	09 00
	29	2+3 भाग	—	00	27 00
	28	10 भाग	—	00	07 00
	28	2 भाग	—	00	07 00
भाल तक	16	1अ भाग	—	00	26 00
हिलबड	17	1(1)	—	00	34 00
	17	1(2) भाग	—	00	34 00
	17	1(3) भाग	—	00	15 00
	18	0 भाग	—	00	14 00
गाडी रास्ता	19	1 भाग	—	00	02 00
	19	2अ भाग	—	00	09 00
	19	2ब भाग	—	00	20 00
	20	1 भाग	—	00	07 00
	7अ	11 भाग	—	00	09 00
	34	2 भाग	—	00	04 00
	36	1 भाग	—	00	06 00
	36	2 भाग	—	00	05 00
	36	4 भाग	—	00	04 00
	36	6 भाग	—	00	22 00
	38	4 भाग	—	00	11 00
	38	7अ } भाग	—	00	09 00
	38	7ब }	—	00	14 00
	38	9 भाग	—	00	04 00
	38	8 भाग	—	00	31 00
	40	3 भाग	—	00	09 00
	40	1 भाग	—	00	05 00
	35	3 भाग	—	00	05 00
	37	2 भाग	—	00	05 00
कुपल	39	1 पै	—	00	05 00
	39	3(1) पै }	—	00	17 00
	39	3(2) }	—	00	17 00
	39	4 पै	—	00	09 00
	39	6 पै	—	00	12 00
	39	7 पै	—	00	12 00
	39	9 पै	—	00	16 00
	39	10 पै	—	00	19 00
	39	11 पै	—	00	00
	41	2 पै	—	01	05 00
	126	0 पै	—	01	05 00
		(रस्त्यावह)	—	01	05 00
	43	1 पै	—	00	12 00
		2 पै	—	00	08 00
	70	2 पै	—	00	31 00
	69	1 पै	—	00	03 00
	69	3 पै	—	00	30 00
	68	8 पै	—	00	04 00
	119	0 पै	—	00	04 00
			—	00	21 00
दुबर		21अ } पै	—	00	09 00
		21ब }	—	00	02 00
		751 पै	—	00	09 00
		752 पै	—	00	02 00

सरकारी



1	2	3	4	5	1	2	3	4	5	6
(उपर जारी)	7541	00	15	00	खाना	68	81	00	05	00
नाल्यासह				बैलगाड़ी	68	91		00	08	00
				रस्ता	68	131		00	01	00
7781	00	11	00		68	151		00	02	00
7791	00	23	00		[रस्तासह]					
7811	00	04	00		67	4+6+8+161	00	08	00	
7801	00	15	00		67	12+17	00	05	00	
रस्ता	00	02	00		67	131	00	02	00	
11	00	22	00		67	14+18+101	00	08	00	
1461	00	08	00		(नाला व गाड़ी रस्ता)			00	00	50
1471	00	08	00		65	1-21	00	13	00	
1481	00	02	00		65	31	00	11	00	
1491	00	14	00		77	2-31	00	01	00	
1841	00	09	00		75	31	00	03	00	
1851	00	01	50		76	11	00	05	00	
1861	00	00	50		76	41	00	10	00	
1871	00	12	00		79	41	00	09	00	
1881	00	12	00		3	11	00	04	00	
2081	00	13	00		(नाला व रास्तासह)					
नाल्यासह					83	01	00	05	00	
2141	00	09	00		82	01	00	14	00	
2131	00	32	00		बामन नांव	55	1	00	08	00
नाला	00	01	00		(गाड़ी रास्ता)					
391	00	11	00		531		00	27	00	
(रस्तासह)					521		00	06	00	
321	00	03	00							नाल्यासह
311	00	01	00		621		00	02	00	
331	00	09	00		511	1	00	24	00	
(नामघाटेसह)					(गाड़ी रास्ता)					
251	00	05	00		491		00	06	00	
(रस्तासह)					481		00	15	00	
241	00	12	00		(गाड़ी रास्ता)					
271	00	09	00				00	02	00	
4(2) 1	00	17	00		2791		00	12	00	
351	00	10	00		2801		00	24	00	
281	00	04	00		2811		00	03	00	
नाल्यासह	00	01	00		2821		00	10	00	
2471	00	05	00		2831		00	05	00	
2481	00	04	00		3281		00	14	00	
2501	00	08	00		330		00	03	00	
2511	00	01	00		331 1		00	03	00	
2421	00	01	00		3291		00	26	00	
2411	00	10	00		3891		00	15	00	
2401	00	03	00		3901		00	14	00	
2351	00	09	00		3911		00	03	00	
2341	00	01	00		41		00	13	00	
2331	00	12	00		51		00	03	00	
2301	00	03	00		171		00	05	00	
229 1	00	14	00		3921		00	03	00	
1901	00	16	00		131		00	04	00	
1891	00	07	00		121		00	18	00	
1881	00	05	00		231		00	02	00	
1871	00	07	00		241		00	12	00	
					251		00	02	00	
					261		00	07	00	

1	2	3	4	5	1	2	3	4	5
बागिया गांव (जारी)	27 पै.	00	01	00	काबीर (जारी)	93 पै	00	15	00
	465 पै.	00	05	00		97 पै	00	15	00
	466 पै.	00	04	00		84 पै	00	18	00
	453 पै.	00	24	00		81 पै	00	20	00
अनिबाग रोड़ा		00	03	00		गाड़ी रस्ता	00	02	00
रस्ता						82 पै	00	02	00
454 पै.		00	05	00		83 पै	00	27	00
447 पै.		00	07	00	बेलकचे	425 (रस्ता व	00	37	00
448 पै.		00	12	00		नाल्यासह)			
449 पै.		00	10	00		424	00	24	00
437 पै.		00	02	00		423 (मुर चरण)	00	27	00
436 पै.		00	03	00		411 (नाल्या सह)	00	13	00
435 पै.		00	13	00		395	00	18	00
450 पै.		00	06	00		383	00	04	00
(नाल्या पैकी)		00	02	00		394	00	34	00
433 पै.		00	01	00		142 (गाड़ी रस्तासह)	00	08	00
432 पै.		00	02	00		456	00	09	50
430 पै.		00	02	00		457	00	02	00
431 व (रस्ता)		00	12	00		458	00	09	00
नाल्या पैकी		00	01	00		387	00	07	00
कुआरा	2	2क पै	00	14	00	475	00	24	00
	2	2 पै.	00	04	00	329	00	04	00
	2	6 पै	00	02	00	469	00	08	00
	2	2ब पै	00	10	00	468	00	02	00
	7	1 पै	00	08	00	नाधा	00	04	00
	6	1अ, 1ब, 1क, पै	00	06	00	481	00	09	00
	4	5 पै.	00	16	00	480	00	04	00
	4	6 पै.	00	21	00	482	00	15	50
	28	2 पै.	00	04	00	484	00	02	00
	28	3अ } पै.	00	46	00	483	00	04	00
		3ब }				सरकारी जमित	00	18	00
	21	1 पै	00	22	00	गांवठाण			
एम आई डी सी रस्त्या पैकी			00	02	00	(गाड़ी रस्त्यासह)	02	78	00
19	3अ } पै.	00	96	00	37		00	08	00
		3ब }			43		00	08	00
18	1 पै.	00	06	00	46		00	15	00
18	2 पै.	00	08	00	42		00	08	00
18	3 पै.	00	16	00	45		00	17	00
एम आई डी सी रस्त्या पैकी			00	02	00	57	00	03	00
18	4 पै.	00	08	00	54		00	17	00
18	5अ } पै.	00	17	00	55		00	10	00
		5ब }			113		00	13	00
17	0 पै.	00	02	00	168		00	02	00
वरसोली	283 0 पै.	00	02	00	114		00	24	00
(गांव)	285 पै.	00	62	00	(नाल्यासह)				
	286 पै.	00	08	00	167		00	04	00
काबीर	41 पै.	00	37	00	204				
	42 पै.	00	17	00	(गाड़ी रस्त्यासह)		00	14	00
	43 पै.	00	35	00	159		00	08	00
	100 पै.	00	05	00	156		00	22	00
	101 पै.	00	35	00	गंजीस	47 0 पै	00	19	00
	91 पै.	00	28	00		39 11 पै	00	20	00
	94 पै.	00	03	00		39 9 पै	00	00	50
गाड़ी रस्ता		00	02	00		40 1 पै	00	19	00

1	2	3	4	5	1	2	3	4	5
सूचीम (जारी)	40 2वें	00	02	00		132 1अ			
	41 1वें	00	08	00		1अ			
	35 3वें	00	07	50		2	00	32	00
प्रतिभाग रैवम रोड पै		00	03	00		3			
						4			
सूचीम	252 पै	00	01	00		5			
	251अ पै	00	33	00	128 1 पै		00	15	00
	251ब पै				128 2अ	पै	00	12	00
गट न 250, 251		00	35	00	2अ				
254 व 256 याख्या					125 1				
मधिल गट नंबर					2	पै	00	48	00
254 पै		00	18	00	3				
(माला रस्तामह)					127 0 पै		00	20	00
255 पै		00	07	00					
281 पै		00	32	00	गोधमपाडा	45 00 पै	00	04	00
280 पै		00	06	00		46 08 पै	00	08	00
285 पै		00	04	00		46 05 पै	00	08	00
286 पै		00	03	00		46 06 पै	00	19	00
291 पै		00	12	00		44 01 पै	00	16	00
290 पै		00	28	00		41 रस्ता पै	00	02	00
289						49 00 पै	00	40	00
289अ		00	29	00		50 00 पै	00	13	00
355 पै		00	03	00		54 रस्ता पै	00	02	00
356 पै		00	11	00		79 01 पै	00	20	00
299 पै		00	20	00		80 00 पै	00	20	00
354 पै		00	09	00		81 01 पै	00	25	00
373 पै		00	01	00		78 01 पै	00	22	00
352 पै		00	34	00		78 02 पै	00	03	00
(माल्यामह)						77 01 पै	00	42	00
374 पै		00	32	00		76 00 पै	00	04	00
(रस्तामह)						72 01 पै	00	06	00
370 पै		00	09	00		73 00 पै	00	04	00
(रस्तामह)						प्रतिभाग पैग रस्ता	00	04	00
देवकी	40 1क पै	00	29	00	बुधे	11 पै	00	37	00
	52 2 पै	00	16	00		12 पै	00	09	00
	52 4 पै	00	09	00		13 पै	00	11	00
	52 6 पै					रस्तामह			
	51 1 पै	00	18	00		14 पै	00	11	00
	50 1 पै	00	28	00		15 पै	00	11	00
	49 1 पै	00	18	00		19 पै	00	05	00
(रस्तामह)		00	02	00		17 पै	00	02	00
107 1अ						18 पै	00	04	00
2अ		00	13	00		15 पै	00	07	00
2अ						21 पै	00	09	00
107 3 पै		00	06	00		रस्तामह	00	02	00
107 4 पै		00	04	00		9 पै	00	26	00
107 5 पै		00	07	00		8 पै	00	07	00
107 6 पै		00	10	00		7 पै	00	15	00
111 1अ		00	09	00		3 पै	00	09	00
2						1 पै	00	34	00
118 1 पै		00	05	00		रस्तामह	00	02	00
118 2 पै		00	16	00		1 पै	00	08	00
118 3 पै		00	13	00		215 पै	00	23	00
120 3अ पै		00	04	00		219 पै	00	07	00
130 2 पै									
130 3		00	24	00					

1	2	3	4	5
मूने	214 पै	00	10	00
	223 पै	00	14	00
	221 पै	00	20	00
	201 घ पै	00	10	00
	201 ब पै	00	13	00
	185 पै	00	11	00
	193 पै	00	07	00
	194 पै	00	09	00
	192 पै	00	08	00
	190 पै	00	09	00
	174 पै	00	21	00
	रस्पाहसह			
	175 पै	00	09	00
	176 पै	00	14	00
	नदी पैकी	00	14	00

[सं. एल-14016/6/93-जी.पी.]

प्रर्वेणु मेन, निदेशक

## MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 15th November, 1995

S.O. 3121.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of gas from RCF THAL to LPG PLANT USAR in MAHARASHTRA State, pipeline should be laid by Gas Authority of India Ltd.

And whereas it appears that for the purpose of laying such pipeline, it is necessary to acquire the right of user in the land described in the schedule appended hereto:

Now, therefore, in exercise of the power conferred by sub-section (1) of the Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in the Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Provided that any person interested in the said land may within 21 days from the date of this notification, object to the laying of the pipeline under the land to the Competent Authority, Gas Authority of India Ltd. Thal-Usar Gas Pipeline Project, Sayali Shri Bagh No. 2, Ali Bagh, Distt. Raigarh, Maharashtra.

And every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## SCHEDULE

RCF THAL—USAR Gas Pipe Line Project.

Tahsil—Alibag District—Raigad State—Maharashtra

Village	Survey No.	Hissa No.	Gut No.	Area Under ROU		
				H. Are	C. Arc	
1	2	3	4	5	6	7
Bhal	11	O.P.	—	00	05	00
	14	2A.P.	—	00	26	00
	15	O.P.	—	00	26	00
	16	O.P.	—	00	17	00
	17	5 P.	—	00	44	00
	42	2 P.	—	00	05	00
	42	1 P.	—	00	04	00

1	2	3	4	5	6	7
Bhol	40	1 P.	—	00	27	00
	43	0 P.	—	00	05	00
	39	2 P.	—	00	33	00
	37	2 P.	—	00	05	00
	35	0 P.	—	00	24	00
	34	0 P.	—	00	05	00
	33	1 P.	—	00	07	00
	33	3A P.	—	00	06	00
	33	3B P.	—	00	11	00
	32	1 P.	—	00	25	00
	28	3A P.	}	00	06	00
	28	3B P.				
	28	6 P.	—	00	07	00
	28	8 P.	—	00	04	00
	31	3B P.	—	00	34	00
	29	1 P.	—	00	09	00
	29	10 P.	—	00	27	00
	28	2+3 P.	—	00	07	00
	28	2 P.	—	00	07	00

Man T. Zirad	16	1 B P. }	—	00	26	00	
	17	1(1)P. }					
	17	1(2) }	—	00	34	00	
	17	1(3) }					
	18	0 P. }	—	00	15	00	
Car							
Track			—	00	14	00	
	19	1 P.	—	00	02	00	
	19	2A }	P	—	00	09	00
	19	2B }					
	20	1 P.	0—	00	20	00	
	7A	11 P.	—	00	07	00	
	34	2 P.	—	00	09	00	
	36	1 P.	—	00	04	00	
	36	4 P.	—	00	05	00	
	36	6 P.	—	00	04	00	
	38	4 P.	—	00	22	00	
	38	7A }	P	—	00	11	00
	38	7B }					
	38	9 P.		00	09	00	
	38	8 P.	—	00	14	00	
	40	3 P.	—	00	04	00	
	40	1 P.	—	00	31	00	
	35	3 P.	—	00	09	00	
	37	2 P.	—	00	05	00	
	36	2 P.	—	00	06	00	

Kurul	39	1 P.	}	3(1)	00	05	00
	39	P.					
		3(2)			00	17	00
	39	4 P.			00	17	00
	39	6 P.			00	09	00
	39	7 P.			00	12	00
	39	9 P.			00	12	00
	39	10 P.			00	09	00
	39	11 P.			00	16	00
	41	2 P.			00	19	00
	126	0 P. (Along with Road)			01	05	00
	43	1 P.	}		00	12	00
		2 P.					
	70	2 P.			00	08	00

Govt.

1	2	3	4	5	6	1	2	3	4	5	6
Kurul	69	1 P.	00	31	00	Khanav	67	4+6+8+16 P.	00	08	00
	69	3 P.	00	03	00		67	12+17 P.	00	05	00
	68	8 P.	00	30	00		67	13 P.	00	02	00
	119	0 P.	00	04	00		67	14+18+19 P.	00	08	00
				Govt.				NALA & CART TRACK	00	00	50
Dhavar	21 A	} P.	00	21	00		65	1+2 A P.	00	13	00
	B						65	3 P.	00	11	00
	751 P.		00	09	00		77	2+5 P.	00	01	00
	752 P.		00	02	00		75	1 P.	00	03	00
	754 P. (with Nala)		00	15	00		76	3 P.	00	05	00
				Cart Road			76	4A P.	00	10	00
	779 B P.		00	11	00		78	4 P.	00	09	00
	779 C P.		00	23	00		3	1 P.	00	54	00
	781 P.		00	04	00			(With Nala & Road)			
	780 P.		00	15	00		83	0 P.	00	05	00
	Road		00	02	00		82	0 P.	00	14	00
	1 P.		00	22	00	Bamangon		55 P. (Cart and	00	08	00
	146 P.		00	08	00			Track)			
	147 P.		00	08	00			53 P.	00	27	00
	148 P.		00	02	00			52 P. (with	00	06	00
	145 P.		00	14	00			Nala)			
	184 P.		00	09	00			62 P.	00	02	00
	185 P.		00	01	50			51 P. (Cart and	00	24	00
	186 P.		00	00	50			Track)			
	183 P.		00	12	00			49 P.	06	06	00
	182 P.		00	12	00			48 P.	00	15	00
	208 P. (With Nala)		00	13	00			(Cart Track)	00	02	00
	214 P.		00	09	00			279 P.	00	12	00
	213 P.		00	32	00			280 P.	00	24	00
Velavali	NAL A		00	01	00			281 P.	00	03	00
	39 P. (With Road)		00	11	00			282 P.	00	10	00
	32 P.		00	03	00			283 P.	00	05	00
	31 P.		00	01	00			328 P.	00	14	00
	33 P. (With Foot path)		00	09	00			330 P.	00	03	00
	25 P. (With Road)		00	05	00			331 P.	00	03	00
	24 P.		00	12	00			329 P.	00	28	00
	27 P.		00	09	00			389 P.	00	15	00
	4(2) P.		00	17	00			390 P.	00	14	00
	35 P.		00	10	00			391 P.	00	03	00
	28 P.		00	04	00			4 P.	00	13	00
Vadnav Budruk	NALA P		00	01	00			5 P.	00	03	00
	247 P.		00	05	00			17 P.	00	05	00
	248 P.		00	04	00			392 P.	00	03	00
	250 P.		00	08	00			13 P.	00	04	00
	251 P.		00	01	00			12 P.	00	18	00
	242 B P		00	01	00			23 P.	00	02	00
	241 P.		00	10	00			24 P.	00	12	00
	240 P.		00	03	00			25 P.	00	02	00
	235 P.		00	09	00			26 P.	00	07	00
	234 A, B, P.		00	01	00			27 P.	00	01	00
	233 P.		00	12	90			465 P.	00	05	00
	230 P.		00	03	00			466 P.	00	04	00
	229 P.		00	14	00			453 P.	00	24	00
	190 A P.		00	16	00			Alibag Roha	00	03	00
	189 P.		00	07	00			Road			
	188 P.		00	05	00			454 P.	00	05	00
	187 P.		00	07	00			447 P.	00	07	00
Khanav	68	8 P.	00	05	00			448 P.	00	12	00
	68	9 P.	00	08	00			449 P.	00	10	00
	68	13 P.	00	01	00			437 P.	00	02	00
	68	15 P.	00	02	00			436 P.	00	03	00
		(Road)						435 P.	00	13	00
								450 P.	00	06	00

1	2	3	4	5	6	1	2	3	4	5	6
Bamington (Contd.)						Belkade (contd.)					
	NALA P.		00	02	00	458 P.			00	09	00
	433 P.		00	01	00	387 P.			00	07	00
	432 P.		00	02	00	475 P.			00	24	00
	430 P.		00	02	00	329 P.			00	04	00
	431 P. (Road)		00	12	00	469 P.			00	08	00
	NALA P.		00	01	00	468 P.			00	02	00
Tudal	2	2 CP	00	14	00	Nala P.			00	04	00
	2	2 DP	00	04	00	481 P.			00	09	00
	2	6 P	00	02	00	480 P.			00	04	00
	2	2 BP	00	10	00	482 P.			00	15	50
	7	1 P	00	08	00	484 P.			00	02	00
	6	1A, 1B, 1C.P.	00	06	00	483 P.			00	04	00
	4	5 P	00	16	00	Govt. Land P.			00	18	00
	4	6 P	00	21	00	Gavthan Along with			02	78	00
	28	2 P	00	04	00	Cart Track P.					
	28	3A } P	00	46	00	37 P.			00	08	00
		3B }				43 P.			00	08	00
	21	1 P	00	22	00	46 P.			00	15	00
	M.I.D.C.	P	00	02	00	42 P			00	08	00
	Road					45 P.			00	17	00
	19	3A } P	00	96	00	57 P.			00	03	00
		3B }				54 P.			00	17	00
	18	1 P	00	06	00	55 P			00	10	00
	18	2 P	00	08	00	113 P.			00	13	00
	18	3 P	00	16	00	163 P			00	02	00
	M.I.D.C.	P	00	02	00	114 P. (Along with			00	24	00
	Road					Nala)					
	18	4 P	00	08	00	167 P.			00	04	00
	18	5A } P	00	17	00	204 P. (Along with			00	14	00
		5B }				Road Track)					
Vargoli (Nande)	17	0 P	00	02	00	159 P.			00	08	00
	293	0 P	00	02	00	156 P.			00	22	00
	285	0 P	00	62	00	Gunjls	47	0 P.	00	49	00
	286	0 P	00	08	00		39	11 P.	00	20	00
Kawir	41 P.		00	37	00		39	9 P.	00	00	50
	42 P.		00	17	00		40	1 P.	00	19	00
	43 P.		00	35	00		40	2 P.	00	02	00
	100 P.		00	05	00		41	1 P.	00	08	00
	101 P.		00	35	00		35	3 P.	00	07	50
	91 P.		00	28	00		Alibag Rewas Road P.				00 03 00
	94 P.		00	03	00	Sahan	252 P		00	01	00
	Cart Track		00	02	00		251 A }				
	93 P.		00	15	00		} P		00	33	00
	97 P.		00	15	00		251 B }				
	84 P.		00	18	00		In between Gut No. 250,				
	81 P.		00	20	00		251, 254, 256 P.		00	35	00
	Cart Track		00	02	00		254 (Along with Nala &				
	82 P.		00	02	00		Road)		00	18	00
	83 P.		00	27	00		255 P		00	07	00
	425 P. (Along with		00	37	00		281 P		00	32	00
	Road & Nala)						280 P		00	06	00
	424 P.		00	24	00		285 P		00	04	00
	423 P. (Gur charan)		00	27	00		286 P		00	03	00
Belkade	411 P. (Along with		00	13	00		291 P		00	12	00
	Nala)						290 P		00	28	00
	395 P.		00	18	00		289 A }				
	383 P.		00	04	00		} P		00	29	00
	394 P.		00	34	00		289 B }				
	442 P. (Road Track)		00	08	00		355 P		00	03	00
	456 P.		00	09	50		356 P		00	11	00
	457 P.		00	02	00		299 P		00	20	00
							354 P		00	09	00
							373 P		00	01	00

1	2	3	4	5	6	1	2	3	4	5	6
Sahan—Contd	352 P (With Nala)		00	34	00	Mule	11 P.		00	37	00
	374 P (with Road)		00	32	00		12 P.		00	09	00
	370 P (With Road)		00	09	00		13 P. with Road)		00	11	00
							14 P.		00	11	00
Veshvi							15 P.		00	11	00
	40	1 C P.	00	29	00		19 P.		00	05	00
	52	2 P.	00	16	00		17 P.		00	02	00
	52	4 P. }					18 P.		00	04	00
							15 P.		00	07	00
	52	6 P. }	00	09	00		21 P.		00	09	00
	51	1 P.	00	18	00		Road P.		00	02	00
	50	1 P.	00	28	00		9 P.		00	26	00
	49	1 P.	00	18	00		8 P.		00	07	00
	Road P.						7 P.		00	15	00
	107	1 A P. }	00	02	00		3 P.		00	09	00
	107	2 A P. }	00	13	00		1 P.		00	34	00
	107	2 B P. }					Road P.		00	02	00
	107	3 P.	00	06	00		1 P.		00	08	00
	107	4 P.	00	04	00		215 P.		00	23	00
	107	5 P.	00	07	00		219 P.		00	07	00
	107	6 P.	00	10	00		214 P.		00	10	00
	111	1 B P. }					223 P.		00	14	00
			00	09	00		221 P.		00	20	00
	111	2 P. }					201 A P.		00	10	00
	118	1 P.	00	05	00		201 B P.		00	13	00
	118	2 P.	00	16	00		195 P.		00	11	00
	118	3 P.	00	13	00		193 P.		00	07	00
	120	3 A P.	00	04	00		194 P.		00	09	00
	130	2 } P	00	24	00		192 P.		00	08	00
	130	3 }					190 P.		00	09	00
	132	1 A }					174 P. (With Road)		00	21	00
		1 B }	00	32	00		175 P.		00	09	00
		2 }					176 P.		00	14	00
		3 }					River P.		00	14	00
		4 }				[No. L-14016/6/93-G.P.]					
		5 }				ARDHENDU SEN, Director					
128	1 P.		00	15	00	नई दिल्ली, 22 मई 1995					
128	2 A }		00	12	00	का.प्र. 3122.—जबकि केन्द्र सरकार यह अनुभव करती है कि सार्वजनिक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में विशाखा-पट्टनम से विजयवाड़ा तक पेट्रोलियम पदार्थ के परिवहन के लिए विशाख-विजयवाड़ा पाइपलाइन परियोजना के अंतर्गत पाइप लाइन हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा बिछाई जानी चाहिए।					
125	1, 2, 3, P		00	48	00						
127	0 P.		00	20	00	और यह भी अनुभव करती है कि उस कार्य के लिए इसके साथ संलग्न विवरणी में निर्धारित भूमि पर प्रयोक्ता का अधिकार ग्रहण करना आवश्यक है।					
Gondhal pada	45	0 P.	00	04	00	अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधिकार) ग्रहण अधिनियम, 1962 (1962 का 50) के खंड 3 के उपखंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उस पर उपयोग का अधिकार ग्रहण करने की मंशा की घोषणा करती है।					
	46	8 P.	00	08	00						
	46	5 P.	00	08	00	उक्त अनुसूची में वर्णित भूमि से संबंधित कोई भी व्यक्ति भारत के राजपत्र में गथा प्रकाशित अधिसूचना की प्रतियां सर्वसाधारण को उपलब्ध कराए जाने की तारीख से 21 दिन के अंदर प्रयोक्ता के भूमि अधिग्रहण अधिकार या भूमिगत पाइप लाइन बिछाए जाने के संबंध में लिखित में अपनी आपत्ति, सक्षम प्राधिकारी विशाख-विजयवाड़ा पाइपलाइन परियोजना, हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भ.स. 7-20-7 प्लॉट सं. 1 किलोमिटर पूरुब से भाउड, विशाखापट्टनम-530 023 आंध्र प्रदेश को कर सकता है।					
	46	6 P.	00	19	00						
	44	1 P.	00	16	00						
	41	P. Road	00	02	00						
	49	0 P.	00	40	00						
	50	0 P.	00	13	00						
	54	P. Road	00	02	00						
	79	1 P.	00	20	00						
	80	0 P.	00	20	00						
	81	1 P.	00	25	00						
	78	1 P.	00	22	00						
	78	2 P.	00	03	00						
	77	1 P.	00	42	00						
	76	0 P.	00	04	00						
	72	1 P.	00	06	00						
	73	0 P.	00	04	00						
Alibag-Pen Road.			00	04	00						

धनुसूची					
विशाख-विजयवाड़ा पाइप लाइन परियोजना					
हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड					
मंडल गोपालपुरम			जिला पश्चिम गोदावरी		
राज्य आंध्र प्रदेश					
ग्राम	सर्वे नं./सब डिविजन	क्षेत्रफल			
		हेक्ट.	घार	एकड़	सेंट
1	2	3	4	5	6
भीमोडु	366/1 भाग	00	01.0	00	02
	366/2ए "	00	07.0	00	17
	366/2बी "	00	10.0	00	25
	366/2सी "	00	05.0	00	12
	365/3 "	00	19.0	00	47
	364 "	00	00.5	00	01
	367 "	00	00.5	00	01
	371/1 "	00	02.5	00	06
	371/2ए "	00	08.5	00	21
	371/2बी "	00	03.5	00	09
	371/2सी "	00	06.5	00	16
	371/2डी "	00	01.5	00	04
	371/2ई "	00	04.5	00	11
	371/3 "	00	10.0	00	25
	371/4 "	00	00.5	00	01
	371/1 "	00	00.5	00	01
	373/4 "	00	03.0	00	07
	372/1 "	00	07.0	00	17
	372/2 "	00	07.5	00	18
	372/3 "	00	04.0	00	10
	372/4 "	00	00.5	00	01
	375/1 "	00	08.5	00	21
	376/2 "	00	02.0	00	05
	377/1ए "	00	08.5	00	21
	377/1बी "	00	20.0	00	50
	385/3 भाग	00	20.0	00	50
	450/1 "	00	09.5	00	23
	450/2 "	00	12.0	00	30
	435/1 "	00	24.3	00	60
	435/2 "	00	11.5	00	29
	436/1 "	00	12.0	00	30
	436/2 "	00	13.0	00	32
	431 "	00	01.0	00	02
	438 "	00	04.5	00	11
	430 "	00	23.0	00	57
	429 "	00	29.5	00	73
	424/2 "	00	03.0	00	08
	424/4 "	00	08.5	00	21
	425 "	00	19.5	00	48
	484 "	00	31.0	00	77
	483 "	00	24.5	00	61
	479/1ए "	00	08.0	00	19
	479/1सी "	00	29.5	00	73
	479/2 "	00	03.0	00	07
	178/2ए "	00	09.5	00	23
	178/2बी "	00	18.0	00	45

1	2	3	4	5	6	
भीमोडु (संतप्त)	178/2सी	भाग	00	16.5	00	41
	177	"	00	24.5	00	61
	179/2	"	00	14.0	00	34
	176	"	00	60.5	01	50
	175	"	00	22.5	00	56
	170/1	"	00	30.0	00	74
	170/2	"	00	09.5	00	24
	164/1बी	"	00	18.0	00	44
	167/1ए	"	00	22.0	00	54
	167/1बी	"	00	00.5	00	01
	166/2	"	00	24.0	00	59
	149	"	00	33.0	00	81
	137	"	00	14.0	00	34
	135/1	"	00	19.5	00	48
	135/2	"	00	01.5	00	04
	135/3	"	00	14.0	00	35
	135/4	"	00	13.5	00	33
	132/1	"	00	02.0	00	05
	132/1	"	00	11.0	00	27
	130	"	00	19.5	00	48
	129/1	"	00	15.0	00	37
	129/2	"	00	18.5	00	46
	127/1	"	00	09.5	00	24
बेलाचितसगुडेम	536/1एक 3	"	00	52.0	00	29
गोपालपुरम	143/1	"	00	06.5	00	16
	142/2	"	00	23.0	00	57
	142/3	"	00	06.5	00	16
	141	"	00	04.0	00	10
	140	"	00	13.0	00	32
	64/1	"	00	02.5	00	06
	64/2	"	00	00.5	00	01
	65	"	00	03.0	00	07
	139/3	"	00	07.5	00	16
	138/1	"	00	21.5	00	53
	68/1ए	"	00	13.5	00	33
	68/1बी	"	00	00.5	00	01
	68/2बी	"	00	03.0	00	07
	68/2सी	"	00	06.5	00	16
	69/1	"	00	10.0	00	25
	70/1ए	"	00	01.0	00	03
	70/1बी	"	00	10.0	00	26
	77/2सी	"	00	02.0	00	05
	77/2बी	"	00	02.0	00	05
	77/2एफ	"	00	07.5	00	18
	76	"	00	14.5	00	36
	78/1	"	00	03.5	00	09
	78/2	"	00	10.0	00	25
	78/3	"	00	6.5	00	16
	79	"	00	19.5	00	48
	80/1	"	00	04.0	00	10
	84/2	"	00	03.5	00	09
	100	"	00	12.0	00	30
	101/1	"	00	37.0	00	91
	101/2	"	00	27.0	00	67



1	2	3	4	5	6	1	2	3	4	5	6
गोपालपुरम् (संतत्)	101/3 भाग	00	07.5	00	18	जगन्नाथपुरम् (संतत्)	130/3	00	08.0	00	20
	5/1	00	09.0	00	22		130/6	00	06.0	00	15
	5/2	00	08.0	00	20		130/7	00	06.0	00	15
	107/1ए	00	10.5	00	26		130/8	00	03.5	00	09
	107/1सी	00	11.5	00	28		130/9	00	03.0	00	07
	108/5	00	00.5	00	01		112/6	00	00.5	00	01
	108/6	00	10.0	00	25		133/2	00	28.5	00	70
	108/7	00	06.0	00	15		134/10	00	22.5	00	55
	108/8	00	02.5	00	06		144/3	00	08.5	00	21
करियागाँव	303	00	39.5	00	97		142/1	00	25.5	00	63
	285/2	00	36.0	00	89		142/2	00	09.5	00	23
	284	00	20.5	00	51		141	00	12.5	00	31
	283	00	13.0	00	32		140	00	09.5	00	23
	287/3	00	19.0	00	47		168/1बी	00	00.5	00	01
	289/2	00	22.5	00	55		168/2	00	21.0	00	52
	290	00	26.5	00	65		170/2	00	22.0	00	54
	292/2	00	48.0	01	19		170/3	00	26.5	00	66
	293/2	00	00.5	00	01		175/1	00	20.0	00	49
	197/3ए	00	13.0	00	32		175/2	00	05.5	00	14
	197/3बी	00	18.0	00	45		175/3	00	06.0	00	15
	197/3सी	00	00.5	00	01		175/4	00	06.0	00	15
	197/3डी	00	16.0	00	40		175/5	00	07.5	00	18
	195/2	00	01.0	00	03		176/6	00	12.5	00	31
	196/1	00	22.0	00	54		192/2	00	07.0	00	18
	169/2	00	05.0	00	12		192/3	00	20.0	00	49
	168/1ए पूरा	00	00.5	00	01		194	00	69.5	01	72
	168/1बी भाग	00	00.5	00	01		195/2	00	48.0	01	18
	168/1ई	00	03.0	00	08		217	00	37.5	00	93
	168/2ए	00	01.0	00	03	[काइल से प्रार 31015/9/95 प्रो आर II]					
	168/2बी	00	07.5	00	19	के. सी. कटोच, प्रवर सचिव					
	168/2सी	00	07.5	00	18	MINISTRY OF PETROLEUM AND					
	168/2डी	00	11.5	00	28	NATURAL GAS					
	168/3	00	15.0	00	37	New Delhi, the 22nd November, 1995					
	167/2	00	00.5	00	01	S.O. 3122.—Whereas, it appears to the Central					
	167/3	00	23.5	00	58	Government that it is necessary in the public in-					
	166/3	00	38.5	00	95	terest that for the transport of petroleum pro-					
	159	00	02.5	00	07	duct from the Visakhapatnam to Vijayawada in					
	139/3	00	54.5	01	35	the State of Andhra Pradesh through VISAKHA-					
	152/5	00	80.5	01	99	VIJAYAWADA pipeline should be laid by the					
	151	01	29.0	03	20	Hindustan Petroleum Corporation Limited.					
	150/1	00	49.5	01	22	And whereas, it appears that for the purpose					
जगन्नाथपुरम्	121	00	25.5	00	63	of laying the said pipeline it is necessary to ac-					
	119/2	00	05.5	00	13	quire the right of user in the land described in					
	119/4	00	03.5	00	09	the schedule annexed hereto :					
	119/9	00	01.5	00	04	Now, therefore, in exercise of the powers con-					
	119/10	00	05.5	00	14	ferred by sub section (1) of the section 3 of the					
	119/11	00	10.5	00	26	Petroleum & Minerals Pipelines (Acquisition of					
	120/1	00	14.0	00	34	Right of user in the land) Act. 1962 (50 of					
	123	00	13.0	00	32	1962) (the Central Government hereby declares					
	117	00	02.5	00	06	its intention to acquire the Right of user therein:					
	124/1	00	04.0	00	10	Any person interested in the land described in					
	124/2	00	32.5	00	80	the said Schedule may within 21 days from the					
	124/3	00	01.5	00	04	date on which the copies of the notification, as					
	130/2	00	22.5	00	56	published in the Gazette of India, are made					
						available to the general public, object in writing					

to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority, Visakha-Vijayawada Pipeline Project, Hindustan Petroleum Corporation Limited, D. No. 7-20-7, Plot No. 1, Kirlampudi Layout, Visakhapatnam-530 023, Andhra Pradesh.

## SCHEDULE

Visakha-Vijayawada Pipeline Project

Hindustan Petroleum Corporation Limited

Mandal : Gopalapuram District : West Godavari

State : Andhra Pradesh

Name of Village	Survey No./ Sub Division No.	Hec	Area Ares	Ac	Cts
1	2	3	4	5	6
Bheemolu	366/1 Part	00	01.0	00	02
	366/2A ..	00	07.0	00	17
	366/2B ..	00	10.0	00	25
	366/2C ..	00	05.0	00	12
	365/3 ..	00	19.0	00	47
	364 ..	00	00.5	00	01
	367 ..	00	00.5	00	01
	371/1 ..	00	02.5	00	06
	371/2A ..	00	08.5	00	21
	371/2B ..	00	03.5	00	09
	371/2C ..	00	06.5	00	16
	371/2D ..	00	01.5	00	04
	371/2E ..	00	04.5	00	11
	371/3 ..	00	10.0	00	25
	371/4 ..	00	00.5	00	01
	371/5 ..	00	00.5	00	01
	373/4 ..	00	03.0	00	07
	372/1 ..	00	07.0	00	17
	372/2 ..	00	07.5	00	18
	372/3 ..	00	04.0	00	10
	372/4 ..	00	00.5	00	01
	375/1 ..	00	08.5	00	21
	376/2 ..	00	02.0	00	05
	377/1A ..	00	08.5	00	21
	377/1B ..	00	20.0	00	50
	385/3 ..	00	20.0	00	50
	450/1 ..	00	09.5	00	23
	450/2 ..	00	12.0	00	30
	435/1 ..	00	24.5	00	60
	435/2 ..	00	11.5	00	29
	436/1 ..	00	12.0	00	30
	436/2 ..	00	13.0	00	32
	431 ..	00	01.0	00	02
	438 ..	00	04.5	00	11
	430 ..	00	23.0	00	57
	429 ..	00	29.5	00	73
	424/2 ..	00	03.0	00	08
	424/4 ..	00	08.5	00	21
	425 ..	00	19.5	00	48
	484 ..	00	31.0	00	77
	483 ..	00	24.5	00	61
	479/1A ..	00	08.0	00	19
	479/1C ..	00	29.5	00	73
	479/2 ..	00	03.0	00	07
	178/2A ..	00	09.5	00	23

1	2	3	4	5	6
Bheemolu (Contd.)	178/2B Part	00	18.0	00	45
	178/2C "	00	16.5	00	41
	177 "	00	24.5	00	61
	179/2 "	00	14.0	00	34
	176 "	00	60.5	01	50
	175 "	00	22.5	00	56
	170/1 "	00	30.0	00	74
	170/2 "	00	09.5	00	24
	164/1B "	00	18.0	00	44
	167/1A "	00	22.0	00	54
	167/1B "	00	00.5	00	01
	166/2 "	00	24.0	00	59
	149 "	00	33.0	00	81
	137 "	00	14.0	00	34
	135/1 "	00	19.5	00	48
	135/2 "	00	01.5	00	04
	135/3 "	00	14.0	00	35
	135/4 "	00	13.5	00	33
	132/1 "	00	02.0	00	05
	132/2 "	00	11.0	00	27
	130 "	00	19.5	00	48
	129/1 "	00	15.0	00	37
	129/2 "	00	18.5	00	46
	127/1 "	00	09.5	00	24
Vellachintalagudem Gopalapuram	536/1 & 3 "	00	52.0	01	29
	143/1 "	00	06.5	00	16
	142/2 "	00	3.0	00	57
	142/3 "	00	06.5	00	16
	141 "	00	04.0	00	10
	140 "	00	13.0	00	32
	64/1 "	00	02.5	00	06
	64/2 "	00	00.5	00	01
	65 "	00	03.0	00	07
	139/3 "	00	07.5	00	18
	138/1 "	00	21.5	00	53
	68/1A "	00	13.5	00	33
	68/1B "	00	00.5	00	01
	68/2B "	00	03.0	00	07
	68/2C "	00	06.5	00	16
	69/1 "	00	10.0	00	25
	70/1A "	00	01.0	00	03
	70/1B "	00	10.5	00	26
	77/2C "	00	02.0	00	05
	77/2D "	00	02.0	00	05
	77/2E "	00	07.5	00	18
	76 "	00	14.5	00	36
	78/1 "	00	03.5	00	09
	78/2 "	00	10.0	00	25
	78/3 "	00	06.5	00	16
	79 "	00	19.5	00	48
	80/1 "	00	04.0	00	10
	84/2 "	00	03.5	00	09
	100 "	00	12.0	00	30
	101/1 "	00	37.0	00	91
	101/2 "	00	27.0	00	67
	101/3 "	00	07.5	00	18
	5/1 "	00	09.0	00	22
	5/2 "	00	08.0	00	20
	107/1A "	00	10.5	00	26
	107/1C "	00	11.5	00	28
	108/5 "	00	00.5	00	01
	108/6 "	00	10.0	00	25
	108/7 "	00	06.0	00	15
	108/8 "	00	02.5	00	06

	1	2	3	4	5	6
Karicharlugudem	303	Part	00	39.5	00	97
	285/2	"	00	36.0	00	89
	284	"	00	20.5	00	51
	283	"	00	13.0	00	32
	287/3	"	00	19.0	00	47
	289/2	"	00	22.5	00	55
	290	"	00	26.5	00	65
	292/2	"	00	48.0	01	19
	293/2	"	00	00.5	00	01
	197/3A	"	00	13.0	00	32
	197/3B	"	00	18.0	00	45
	197/3C	"	00	00.5	00	01
	197/3D	"	00	16.0	00	40
	195/2	"	00	01.0	00	03
	196/1	"	00	22.0	00	54
	169/2	"	00	05.0	00	12
	168/1A Full	"	00	00.5	99	01
	1681/B Part	"	00	00.5	00	01
	168/1E	"	00	03.0	00	08
	168/2A	"	00	01.0	00	03
	168/2B	"	00	07.5	00	17
	168/2C	"	00	07.5	00	18
	168/2D	"	00	11.5	00	28
	168/3	"	00	15.0	00	37
	167/2	"	00	00.5	00	01
	167/3	"	00	23.5	00	58
	166/3	"	00	38.5	00	95
	159	"	00	02.5	00	07
	139/3	"	00	54.5	01	35
	152/5	"	00	80.5	01	99
	151	"	01	29.0	03	20
	150/1	"	00	49.5	01	22
Jagannadhapuram	121	"	00	25.5	00	63
	119/2	"	00	05.5	00	13
	119/4	"	00	03.5	00	09
	119/9	"	00	01.5	00	04
	119/10	"	00	05.5	00	14
	119/11	"	00	10.5	00	26
	120/1	"	00	14.0	00	34
	123	"	00	13.0	00	32
	117	"	00	02.5	00	06
	124/1	"	00	04.0	00	10
	124/2	"	00	32.5	00	80
	124/3	"	00	01.5	00	04
	130/2	"	00	22.5	00	56
	130/3	"	00	08.0	00	20
	130/6	"	00	06.0	00	15
	130/7	"	00	06.0	00	15
	130/8	"	00	03.5	00	09
	130/9	"	00	03.0	00	07
	112/6	"	00	00.5	00	01
	133/2	"	00	28.5	00	70
	134/10	"	00	22.5	00	55
	144/3	"	00	08.5	00	21
	142/1	"	00	25.5	00	63
	142/2	"	00	09.5	00	23
	141	"	00	12.5	00	31
	140	"	00	09.5	00	23
	168/1B	"	00	00.5	00	01
	168/2	"	00	21.0	00	52
	170/2	"	00	22.0	00	54

	1	2	3	4	5	6
Jagannadhapuram	170/3	Part	00	26.5	00	66
(Contd.)	175/1	"	00	20.0	00	49
	175/2	"	00	05.5	00	14
	175/3	"	00	06.0	00	15
	175/4	"	00	06.0	00	15
	175/5	"	00	07.5	00	18
	176/6	"	00	12.5	00	31
	192/2	"	00	07.5	00	18
	192/3	"	00	20.0	00	49
	194	"	00	69.5	01	72
	195/2	"	00	48.0	01	18
	217	"	00	37.5	00	93

[F.No. R-31015/9/95 -OR-II]

K.C. KATOCH, Under Secy.

नई दिल्ली, 22 नवम्बर 1995

का.घा. 3123 :—जबकि केन्द्र सरकार यह अनुभव करती है कि मार्बजनिह हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में विशाखा-पट्टनम से विजयवाड़ा तक पेट्रोलियम पदार्थों के परिवहन के लिए विनाख-विजयवाड़ा पाइपलाइन परियोजना के अंतर्गत पाइप लाइन हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा निर्धारित जानी चाहिए।

और यह भी अनुभव करती है कि उस कार्य के लिए इस के साथ मूलतः विवरणी में निर्धारित भूमि पर प्रयोक्ता का अधिकार ग्रहण करना आवश्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधिकार ग्रहण) अधिनियम, 1962 (1962 का 50) के खंड 3 के उपखंड (1) द्वारा प्रवृत्त शक्तियाँ का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उस पर उपयोग का अधिकार ग्रहण करने की मंजा की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि से संबंधित कोई भी व्यक्ति, भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियाँ सर्वसाधारण की उपलब्ध कराए जाने की तारीख में 21 दिन के अंदर, प्रयोक्ता के भूमि अधिग्रहण या भूमिगत पाइपलाइन विछाए जाने के संबंध में लिखित में अपनी आपत्ति, संक्षेप प्राधिकारी, विशाख-विजयवाड़ा पाइपलाइन परियोजना, हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, एम. 7-20-7, प्लॉट नं. 1। किल्लेमपुडि ले साउथ् विनाखापट्टनम-530 023, आंध्र प्रदेश, को कर सकता है।

अनुसूची

विशाख-विजयवाड़ा पाइप लाइन परियोजना

हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

महल : देवरायम्भ

जिला : पश्चिम गोदावरी

राज्य : आंध्र प्रदेश

ग्राम	सर्वे नं.	क्षेत्रफल	हैक्टर	ग्राम	एकड़	मैट
1	2	3	4	5	6	
यादवोल्	15	भाग	00	06.5	00	16
	8/2	"	00	01.05	00	04
	8/3	"	00	22.0	00	54
	7/1	"	00	18.0	00	45
	7/2	"	00	02.5	00	06
	3/1	"	00	02.0	00	05

## SCHEDULE

1	2	3	4	5	6
सादाबोलु	3/2	भाग	00	24.0	00 59
	3/4	"	00	00.5	00 01
	3/5	"	00	10.0	00 24
	3/6	"	00	08.0	00 20
	2/3	"	00	00.5	00 01
	2/4	"	00	01.0	00 03
	2/9	"	00	02.5	00 06
	2/10	"	00	05.5	00 13
	2/14	"	00	05.5	00 19
	2/15	"	00	02.0	00 05
4	"	"	00	20.0	00 50

[फायल सं. भार 31015/8/95-पी भार-II]

के. सी. कटोच, अवर सचिव

New Delhi, the 22nd November, 1995

S.O. 3123.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum product from the Visakhapatnam to Vijayawada in the State of Andhra Pradesh through VISAKHA-VIJAYAWADA pipeline should be laid by the Hindustan Petroleum Corporation Limited.

And whereas, it appears that for the purpose of laying the said pipeline it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub section (1) of the section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of user in the land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the Right of user therein:

Any person interested in the land described in the said Schedule may within 21 days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority. Visakha-Vijayawada Pipeline Project, Hindustan Petroleum Corporation Limited, D. No. 7-20-7, Plot No. 1; Kirlampudi Layout, Visakhapatnam-530 023, Andhra Pradesh.

## Visakha-Vijayawada Pipeline Project

Hindustan Petroleum Corporation Limited

Mandal : Devarapalli District : West Godavari

State : Andhra Pradesh

Name of Village	Survey No.	Area			
	Sub Division No.	Hec	Are	Ac	CTB
1	2	3	4	5	6
Yadavolu	15 Part	00	06.5	00	16
	8/2	"	00	01.5	00 04
	8/3	"	00	22.0	00 54
	7/1	"	00	18.0	00 45
	7/2	"	00	02.5	00 06
	3/1	"	00	02.0	00 05
	3/2	"	00	24.0	00 59
	3/4	"	00	00.5	00 01
	3/5	"	00	10.0	00 25
	3/6	"	00	08.0	00 20
	2/3	"	0p	00.5	00 01
	2/4	"	00	01.0	00 03
	2/9	"	00	02.5	00 06
	2/10	"	00	05.5	00 13
	2/14	"	00	07.5	00 19
	2/15	"	00	02.0	00 05
4	"	00	20.0	00	50

[F.No. R-31015/8/95-OR-II]

K.C. KATOCH, Under Secy.

नई दिल्ली, 22 नवम्बर, 1995

का.भा. 3124 —जबकि केन्द्र सरकार यह अनुभव करती है कि सार्वजनिक हित में यह आवश्यक है कि आंध्र प्रदेश राज्य में विशाखापट्टनम से विजयवाड़ा तक पेट्रोलियम पाइप के परिवहन के लिए विशाख-विजयवाड़ा पाइपलाइन परियोजना के अंतर्गत पाइप लाइन हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा बिछाई जानी चाहिए।

और यह भी अनुभव करती है कि उस कार्य के लिए इसके साथ संलग्न विवरणी में निर्धारित भूमि पर प्रयोक्ता का अधिकार ग्रहण करना आवश्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधिकार ग्रहण) अधिनियम, 1962 (1962 का 50) के खंड 3 के उपखंड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा उस पर उपयोग का अधिकार ग्रहण करने की संज्ञा की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि से संबंधित कोई भी व्यक्ति, भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां सर्वसाधारण को उपलब्ध कराए जाने की तारीख से 21 दिन के अंदर, प्रयोक्ता के भूमि अधिग्रहण अधिकार या भूमिगत पाइपलाइन बिछाए जाने के संबंध में लिखित में अपनी आपत्ति सहित प्राधिकारी, विशाख-विजयवाड़ा पाइपलाइन परियोजना, हिंदुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, अ.स. 7-20-7, प्लॉट नं. 1 किर्लामपुडी ले आउट, विशाखापट्टनम-530 023 आंध्र प्रदेश को कर सकता है।

अनुसूची						1	2	3	4	5	6	
विद्यार्थ विजयवाड़ा पाठ्य लाइन परियोजना							142/3	भाग	00	02.0	00	05
							143/3	"	00	01.5	00	04
मंडल : तानिलुक्की							144/3	"	00	6.5	00	16
राज्य : आंध्र प्रदेश							144/4	"	00	03.5	00	09
							144/5	"	00	7.0	00	17
							144/6	"	00	06.5	00	16
							146	"	00	30.5	00	75
वर्षावर्ष							147/2	"	00	03.0	00	09
							158/2	"	00	07.0	00	17
							158/3	"	00	22.5	00	55
							166	"	00	16.5	00	41
							167	"	00	74.0	01	83
							153/2	"	00	34.5	00	85
						अक्षवेधरेपेट	171/1	"	00	29.0	00	72
							171/2	"	00	03.5	00	09
							170/1	"	00	25.0	00	12
							168/2	"	00	16.0	00	40
							155	"	00	02.0	00	05
							151	"	00	02.0	00	05
							152/1ए	"	00	15.5	00	38
							152/1बी	"	00	13.0	00	32
							152/2	"	00	07.0	00	17
							129/2ए	"	00	30.5	00	75
							128/1ए	"	00	31.0	00	77
							128/1बी	"	00	23.5	00	58
							125/1	"	00	08.0	00	20
							127/1	"	00	03.5	00	09
							127/2	"	00	00.5	00	01
							126	"	00	38.5	00	95
							62/2	"	00	20.0	00	49
							61/2	"	00	24.5	00	61
							59/4	"	00	26.0	00	64
							54/3	"	00	00.5	00	01
							54/4	"	00	14.0	00	35
							54/5	"	00	20.0	00	50
							53/5	"	00	07.5	00	18
							53/6	"	00	07.5	00	19
							57/7	"	00	15.0	00	37
							52/1	"	00	05.5	00	14
							52/2	"	00	05.5	00	13
							52/3सी	"	00	09.0	00	22
							51/6	"	00	01.0	00	03
							51/7	"	00	09.0	00	22
							51/8	"	00	11.5	00	28
							318/1	"	00	12.5	00	31
							317/2ए	"	00	00.5	00	01
							317/2बी	"	00	11.0	00	27
							317/3	"	00	26.0	00	64
						अक्षवेधरेपेट	320/1	"	00	01.0	00	03
							320/2	"	00	39.0	00	96
							321/1	"	00	01.0	00	03
							321/2	"	00	00.5	00	01
राजोत्पत्ति							261/1ए	"	00	19.0	00	47
							261/2	"	00	00.5	00	01
							260/2	"	00	06.0	00	15
							260/3	"	00	16.5	00	41
							260/4	"	00	09.0	00	22
							260/5	"	00	08.0	00	20
							254/1	"	00	03.0	00	07
							253/1	"	00	02.0	00	05
							253/3ए	"	00	08.5	00	21
							253/3बी	"	00	02.0	00	05
							253/3सी	"	00	07.5	00	18
							253/4	"	00	09.0	00	22
							252/4ए	"	00	09.5	00	24
							252/4बी	"	00	00.5	00	01
							247/3	"	00	14.0	00	34
							248/3	भाग	00	05.5	00	14
							248/4	"	00	05.5	00	14
							248/5	"	00	5.5	00	14
							248/7	"	00	11.5	00	28
							248/8	"	00	05.5	00	13
							232/1	"	00	01.0	00	03
							232/2	"	00	13.0	00	32
							232/3	"	00	14.5	00	26
							232/4	"	00	09.5	00	24
							229/5	"	00	01.5	00	04
तुषारुसागुडेम							229/1	"	00	01.0	00	02
							222/2	"	00	15.5	00	38
							229/3	"	00	12.5	00	31
							230	"	00	00.5	00	01
							227/1	"	00	09.5	00	23
							227/2	"	00	05.0	00	12
							227/3	"	00	00.5	00	01
							227/4	"	00	01.5	00	04
							22 /5	"	00	10.5	00	26
							227/6	"	00	05.5	00	14
							225/2	"	00	07.5	00	18
							142/3	"	00	08.0	00	20

फाइल सं. भार-31015/7/95-ओ भार-II)]

कै. सी. कटोव, भवर सचिव

[फाइल नं. भार-31015/7/95-ओ भार-II)]

के. सी. कटोव, भवर सचिव

New Delhi, the 22nd November, 1995

S.O. 3124.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from the Visakhapatnam to Vijayawada in the State of Andhra Pradesh through VISAKHA-VIJAYAWADA pipeline should be laid by the Hindustan Petroleum Corporation Limited.

And whereas, it appears that for the purpose of laying the said pipeline it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub section (1) of the section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of user in the land) Act, 1962 (50 of 1962) (the Central Government hereby declares its intention to acquire the Right of user therein;

Any person interested in the land described in the said Schedule may within 21 days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority, Visakha-Vijayawada Pipeline Project, Hindustan Petroleum Corporation Limited, D. No. 7-20-7, Plot No. 1; Kirlampudi Layout, Visakhapatnam-530 023, Andhra Pradesh.

## SCHEDULE

Visakha-Vijayawada Pipeline Project

Hindustan Petroleum Corporation Limited

Mandal : Tallapudi District : West Godavari  
State : Andhra Pradesh

Name of Village	Survey No./ Sub Division	Area Hec Acre	AC	CTS	
1	2	3	4	5	6
Bayyavaram	77/1 Part	00 26.5	00	66	
	112/4 „	00 05.5	00	13	
	112/5 „	00 13.0	00	32	
	112/6 „	00 01.0	00	02	
	112/7 „	00 14.0	00	34	
	113/1 „	00 09.5	00	23	
	114/4 „	00 00.5	00	01	
	116/1 „	00 17.5	00	43	
	116/2 „	00 01.5	00	04	
	116/4 „	00 05.0	00	12	
	261/1A „	00 19.0	00	47	
	261/2 „	00 00.5	00	01	
	260/2 „	00 06.0	00	15	
	260/3 „	00 16.5	00	41	
Ragolapalli	260/4 „	00 09.0	00	22	
	260/5 „	00 08.0	00	20	
	254/1 „	00 03.0	00	07	

1	2	3	4	5	6
	253/1 Part	00 02.0	00	05	
	253/3A „	00 08.5	00	21	
	253/3B „	00 02.0	00	05	
	253/3C „	00 07.5	00	18	
	253/4 „	00 09.0	00	22	
	252/4A „	00 09.5	00	24	
	252/4B „	00 00.5	00	01	
	247/3 „	00 14.0	00	34	
	248/3 „	00 05.5	00	14	
	248/4 „	00 05.5	00	14	
	248/5 „	00 05.5	00	14	
	248/7 „	00 11.5			
	248/8 „	00 05.5	00	13	
	232/1 „	00 01.0	00	03	
	232/2 „	00 13.0	00	32	
	232/3 „	00 14.5	00	36	
	232/4 „	00 09.5	00	24	
	229/5 „	00 01.5	00	04	
Tupakulagudem	229/1 „	00 01.0	00	02	
	229/2 „	00 15.5	00	38	
	229/3 „	00 12.5	00	31	
	230 „	00 00.5	00	01	
	227/1 „	00 09.5	00	23	
	227/2 „	00 05.0	00	12	
	227/3 „	00 00.5	00	01	
	227/4 „	00 01.5	00	04	
	227/5 „	00 10.5	00	26	
	227/6 „	00 05.5	00	14	
	225/2 „	00 07.5	00	18	
	142/3 „	00 08.0	00	20	
	142/4 „	00 02.0	00	0	
	143/3 „	00 01.5	00	04	
Annadevarapeta	144/3 „	00 06.5	00	16	
	144/4 „	00 03.5	00	09	
	144/5 „	00 07.0	00	17	
	144/6 „	00 06.5	00	16	
	146 „	00 30.5	00	75	
	147/2 „	00 03.5	00	09	
	158/2 „	00 07.0	00	17	
	158/3 „	00 22.5	00	55	
	166 „	00 16.5	00	41	
	167 „	00 74.0	01	83	
	153/2 „	00 34.5	00	85	
	171/1 „	00 29.0	900	72	
	171/2 „	00 03.5	00	09	
	170/1 „	00 25.0	00	62	
	168/1 „	00 16.0	00	40	
	155 „	00 02.0	00	05	
	151 „	00 02.0	00	05	
	152/1A „	00 15.5	00	38	
	152/1B „	00 13.0	00	32	
	152/2 „	00 07.0	00	17	
	129/2A „	00 30.5	00	75	
	128/1A „	00 31.0	00	77	
	128/1B „	00 23.5	00	58	
	125/1 „	00 08.0	00	20	
	127/1 „	00 03.5	00	09	
	127/2 „	00 00.5	00	01	
	126 „	00 38.5	00	95	
	62/2 „	00 20.0	00	49	
	61/2 „	00 24.5	00	61	
	59/4 „	00 26.0	00	64	
	54/3 „	00 00.5	00	01	
	54/4 „	00 14.0	00	35	
	54/5 „	00 20.0	00	50	

1	2	3	4	5	6
Annadevarapeta	53/5 Part	00	07.5	00	18
—(Contd.)	53/6 "	00	07.5	00	19
	53/7 "	00	15.0	00	37
	52/1 "	00	05.5	00	14
	52/2 "	00	05.5	00	13
	52/3C "	00	09.0	00	22
	51/6 "	00	01.0	00	03
	51/7 "	00	09.0	00	22
	51/8 "	00	11.5	00	28
	318/1 "	00	12.5	00	31
	317/2A "	00	00.5	00	01
	317/2B "	00	11.0	00	27
	317/3 "	00	26.0	00	64
	320/1 "	00	01.0	00	03
	320/2 "	00	39.0	00	96
	321/1 "	00	01.0	00	03
	321/2 "	00	00.5	00	01

[F. No. R-31015/7/95-OR-II]  
K. C. KATOCH, Under Secy.

नई दिल्ली, 22 नवम्बर, 1995

का. प्रा. 3125.—जबकि केन्द्र सरकार यह अनुभव करती है कि मार्वाजनिक हित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में विशाखापट्टनम से विजयवाड़ा तक पेट्रोलियम पदार्थों के परिवहन के लिए विशाखा-विजयवाड़ा पाइपलाइन परियोजना के अन्तर्गत पाइप लाइन हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा बिछाई जानी चाहिए।

और यह भी अनुभव करती है कि उस कार्य के लिए इस के साथ संलग्न विवरणी में निर्धारित भूमि पर प्रयोक्ता का अधिकार ग्रहण करना आवश्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधिकार ग्रहण) अधिनियम, 1962 (1962 का 50) के खण्ड 3 के उप-खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद् द्वारा उस पर उपयोग का अधिकार ग्रहण करने की मंशा की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि से संबंधित कोई भी व्यक्ति, भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियाँ सर्वसाधारण को उपलब्ध कराए जाने की तारीख से 21 दिन के अंदर, प्रयोक्ता के भूमि अधिग्रहण अधिकार या अभिगत पाइपलाइन बिछाए जाने के संबंध में विधि में अपनी आपत्ति, सूक्ष्म प्राधिकारी, विशाखा-विजयवाड़ा पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, अ.स. 7-20-7, प्लॉट नं. 1 किल्लमपुड ने आउट, विशाखापट्टनम-530 023, आन्ध्र प्रदेश को कर सकता है।

#### अनुसूची

विशाखा-विजयवाड़ा पाइप लाइन परियोजना

हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड

मंडल : पोनबम्म	राज्य : आन्ध्र प्रदेश	जिला : पश्चिम गोदावरी			
ग्राम	सर्वे नं./ सब विविजन	क्षेत्रफल हेक्टर	ग्राम	एकड़	सेन्ट
1	2	3	4	5	6
गुटाला	828/1 भाग	00	10.5	01	00
	829/4ए	00	04.0	00	10
	829/4सी	00	00.5	00	01
	833/1	00	05.5	00	13

1	2	3	4	5	6
गुटाला (संतत)	830/1सी भाग	00	06.5	00	16
	831/1 "	00	21.5	00	53
	831/2 "	00	11.5	00	29
	806/1 "	00	08.0	00	20
	806/2 "	00	26.0	00	64
	805/2 "	00	04.5	00	11
	805/3एफ	00	07.5	00	18
	807 "	00	14.0	00	34
	797 "	00	29.7	00	73
	796/1 "	00	08.5	00	21
	796/2 "	00	09.5	00	23
	789/3 "	00	20.5	00	51
	789/4 "	00	10.0	00	25
	789/5 "	00	07.0	00	17
	790/3 "	00	15.0	00	37
	791/3 "	00	15.0	00	37
	792/1 "	00	08.0	00	20
	792/2 "	00	15.0	00	37
	772/1 "	00	13.5	00	33
	772/4 "	00	00.5	00	01
	773/3 "	00	01.0	00	03
	773/5 "	00	14.5	00	36
	771/1 "	00	13.0	00	32
	771/2 "	00	11.5	00	29
	771/3 "	00	01.5	00	04
	771/4 "	00	00.5	00	01
	770/2 "	00	00.5	00	01

[फाईल सं. आर-31015/10/95-ओ आर-II]

के. सी. कटोच, प्रवर सचिव

New Delhi. the 22nd November, 1995

S.O. 3125.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from the Visakhapatnam to Vijayawada in the State of Andhra Pradesh through VISAKHA-VIJAYAWADA pipeline should be laid by the Hindustan Petroleum Corporation Limited.

And whereas, it appears that for the purpose of laying the said pipeline it is necessary to acquire the right of user in the land described in the schedule annexed hereto:

Now, therefore, in exercise of the powers conferred by sub section (1) of the section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of user in the land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the Right of user therein:

Any person interested in the land described in the said Schedule may within 21 days from the date on which the copies of the notification, as published in the Gazette of India, are made

availalbe to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority, Visakha-Vijayawada Pipeline Project, Hindustan Petroleum Corporation Limited, D. No. 7-20-7, Plot No. 1; Kirlampudi Layout, Visakhapatnam-530 023, Andhra Pradesh.

## SCHEDULE

Visakha-Vijayawada Pipeline Project  
Hindustan Petroleum Corporation Limited

Mandal : Polavaram District : West Godavari

State : Andhra Pradesh

Page No. : 1

Name of Village	Suvrey No./ Sub Division No.	Hcc	Area Ares	Ac	Cts
1	2	3	4	5	6
Gutala	828/1	Part	00	40.5	01 00
	829/4A	"	00	04.0	00 10
	829/4C	"	00	00.5	00 01
	833/1	"	00	05.5	00 13
	830/1C	"	00	06.5	00 16
	831/1	"	00	21.5	00 53
	831/2	"	00	11.5	00 29
	806/1	"	00	08.0	00 20
	806/2	"	00	26.0	00 64
	805/2	"	00	04.5	00 11
	805/3F	"	00	07.5	00 18
	807	"	00	14.0	00 34
	797	"	00	29.5	00 73
	796/1	"	00	08.5	00 21
	796/2	"	00	09.5	00 23
	789/3	"	00	20.5	00 51
	789/4	"	00	10.0	00 25
	789/5	"	00	07.0	00 17
	790/3	"	00	15.0	00 37
	791/3	"	00	15.0	00 37
	792/1	"	00	08.0	00 20
	792/2	"	00	15.0	00 37
	772/1	"	00	13.5	00 33
	772/4	"	00	00.5	00 01
	773/3	"	00	01.0	00 03
	773/5	"	00	14.5	00 36
	771/1	"	00	13.0	00 32
	771/2	"	00	11.5	00 29
	771/3	"	00	01.5	00 04
	771/4	"	00	00.5	00 01
	770/2	"	00	00.5	00 01

[F. No. R-31015/10/95-OR-II]

K.C. KATOCH, Under Secy.

नई दिल्ली, 22 नवम्बर, 1995

का. आ. 3126.—जबकि केन्द्र सरकार यह अनुभव करती है कि सार्वजनिक हित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में विशाखा-पट्टनम से विजयवाड़ा तक पेट्रोलियम पदार्थ के परिवहन के लिए विशाख विजयवाड़ा पाइपलाइन परियोजना के अन्तर्गत पाइप लाइन हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा बिछाई जानी चाहिए।

और यह भी अनुभव करती है कि उस कार्य के लिए इस के साथ संलग्न विवरणों में निर्धारित भूमि पर प्रयोक्ता का अधिकार ग्रहण करना आवश्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधिकार ग्रहण) अधिनियम, 1962 (1962 का 50) के खण्ड 3 के उप-खण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्-द्वारा उस पर उपयोग का अधिकार ग्रहण करने की मंशा की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि में संबंधित कोई भी व्यक्ति, भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां सर्वसाधारण को उपलब्ध कराए जाने की तारीख से 21 दिन के अंदर, प्रयोक्ता के भूमि अधिग्रहण अधिकार या भूमिगत पाइपलाइन विधायक के संबंध में लिखित में अपनी आपत्ति, सक्षम प्राधिकारों, विशाख-विजयवाड़ा पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड अ. स. 7-20-7, प्लॉट नं. 1 किर्लम्पुडि न. आउट, विशाखापट्टनम-530 023, आन्ध्र प्रदेश, को कर सकता है।

## अनुसूची

विशाख-विजयवाड़ा पाइप लाइन परियोजना

हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड

मंडल : कोटवूरटला राज्य : आन्ध्र प्रदेश जिला : विशाखापट्टनम

ग्राम	प्लॉट नं./ मंडल डिविजन	क्षेत्रफल हेक्टर	आर	एकड़	सेन्ट
1	2	3	4	5	6
अनुसूची	238	भाग	00	13.5	00 33
	236/3	"	00	63.5	01 57
	236/5	"	00	32.0	00 79
	236/6	"	00	02.5	00 06
	236/11	"	00	11.5	00 29
	225	"	00	17.5	00 43
	206	"	00	06.5	00 16
	205	"	00	07.5	00 19
	203	"	00	28.5	00 71
	202/2	"	00	05.5	00 13
सुकापूर	44/2	"	00	06.0	00 15
	44/4	"	00	00.5	00 01
	41/4	"	00	11.0	00 35
	43	"	00	18.5	00 46
	42	"	00	53.5	01 34
	66	"	00	09.0	00 22
	67/1	"	00	05.5	00 13
	67/2	"	00	03.0	00 07
	104	"	00	01.0	00 03
	69/1	"	00	07.0	00 17
	69/2	"	00	17.5	00 13
	70/3	"	00	01.5	00 04
	70/4	"	00	14.5	00 36
	75	"	00	17.5	00 13
	76/1	"	00	14.0	00 34



1	2	3	4	5	6	1	2	3	4	5	6
मुंकापूर (समत)	76/2ए भाग	00	03.0	00	07	गामुलाबाका	240/2सी/2 भाग	00	21.5	00	52
	76/3ए "	00	00.5	00	01	(समत)	240/3 "	00	05.0	00	12
	77/1 "	00	06.5	00	16		240/4 "	00	20.5	00	51
	77/2 "	00	01.5	00	04		240/5 "	00	09.0	00	22
	77/3 "	00	07.5	00	19		239/5एक2 "	00	05.5	00	13
	78 "	00	02.5	00	06		239/6ए "	00	04.0	00	10
	79/4 "	00	04.5	00	11		239/6बी "	00	53.5	01	32
	81 "	00	07.5	00	19		242/2 "	00	29.0	00	72
	83 "	00	11.0	00	27		242/5 "	00	31.0	00	76
	84/1 "	00	10.0	00	25		242/7ए "	00	24.5	00	60
	84/2 "	00	13.5	00	34		208/1 "	00	23.5	00	58
	85 "	00	08.5	00	21		208/2 "	00	13.0	00	32
	174 "	00	26.5	00	66		208/3 "	00	01.5	00	04
	172/10ए "	00	02.0	00	05		206/2 "	00	24.5	00	60
	172/10बी "	00	04.0	00	10		211/3 "	00	26.5	00	66
	172/13 "	00	00.5	00	01		211/4 "	00	06.5	00	16
	172/14 "	00	03.0	00	07		211/5 "	00	10.5	00	26
	172/15 "	00	03.0	00	08		204 "	00	00.5	00	01
	172/16 "	00	06.5	00	16		201/3 "	00	00.5	00	01
	172/17 "	00	00.5	00	01		212/1ए "	00	09.5	00	23
	172/19 "	00	05.0	00	12		212/28 "	00	00.5	00	01
	172/21ए "	00	01.0	00	02		212/2 सी "	00	00.5	00	01
	172/21बी "	00	05.5	00	13		230/1 "	00	03.0	00	08
	186/1ए "	00	09.5	00	23		230/1ए "	00	16.0	00	46
	170/1 "	00	09.0	00	22		92/1 "	00	23.0	00	57
	170/2 "	00	13.5	00	33		92/2 "	00	20.0	00	50
	187/1 "	00	09.5	00	23		92/3बी "	00	15.5	00	38
	187/2 "	00	11.5	00	28		102 "	00	28.0	00	69
	187/3 "	00	13.0	00	33		107 "	00	45.5	01	13
	190 "	00	07.5	00	19		109/9 "	00	07.5	00	18
	191/1 "	00	03.5	00	09		69/1 "	00	01.0	00	03
	191/2 "	00	04.0	00	10		69/3 "	00	11.0	00	27
	191/3 "	00	05.5	00	13		69/4 "	00	05.5	00	14
	191/4 "	00	00.5	00	01		69/5 "	00	07.5	00	18
	198/2 "	00	02.0	00	05		68/9 "	00	08.5	00	21
	198/3 "	00	12.0	00	30		68/10 "	00	09.0	00	22
	197/1 "	00	03.0	00	08		68/11 "	00	08.5	00	21
	200 "	00	00.5	00	01		67 "	00	24.0	00	59
	201/1 "	00	07.0	00	17		65/2 "	00	23.5	00	58
	201/2 "	00	05.0	00	12		66 "	00	09.5	00	21
	201/3 "	00	06.0	00	15		76/1 "	00	09.0	00	22
	201/4ए "	00	00.5	00	01		77 "	00	18.5	00	46
	201/5 "	00	01.0	00	02						
	203/1 "	00	14.5	00	36	भापिराजु	329 "	00	06.0	00	15
	203/2 "	00	22.0	00	54	कोमपारि	331/1 से 12 "	00	43.5	01	07
	228 "	00	28.0	00	69		333/2 "	00	07.5	00	18
	230/1 "	00	11.0	00	27		333/4 भाग	00	19.0	00	17
	230/3 "	00	12.5	00	31		333/5 "	00	02.0	00	05
	231 "	00	00.5	00	01		334/1 "	00	17.5	00	43
	229 "	00	02.5	00	06		334/2 "	00	03.5	00	09
नरोड गामुलाबाका	1 भाग	00	32.5	00	80		339/2 सी "	00	09.0	00	22
	240/2ए/बी "	00	09.0	00	22		378 "	00	31.0	00	77
	240/2ए/बी 1	00	20.5	00	51		377/1 "	00	31.5	00	78
	240/2बी "	00	50.5	01	29		377/2 "	00	06.0	00	15
	240/2सी/1	00	52.5	01	30		371/4 "	00	00.5	00	01

1	2	3	4	5	6	1	2	3	4	5	6	
	371/5	"	00	01.5	00	04	225	Part	00	17.5	00	43
	395/1 और 2	"	00	60.5	01	49	206	"	00	06.5	00	16
	435	"	00	52.0	01	29	205	"	00	07.5	00	19
	436	"	00	24.5	00	61	203	"	00	28.5	00	71
	437/1	"	00	15.5	00	38	202/2	"	00	05.5	00	13

[फा. सं. आर. - 31015/13/95-अ(आर-II)]

क. सी. कटोच, भवर. सचिव

New Delhi, the 22nd November, 1995

S.O. 3126.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transport of petroleum products from the Visakhapatnam to Vijayawada in the State of Andhra Pradesh through VISAKHA-VIJAYAWADA pipeline should be laid by the Hindustan Petroleum Corporation Limited;

And whereas, it appears that for the purpose of laying the said pipeline it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of user in the land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the Right of user therein;

Any person interested in the land described in the said Schedule may within 21 days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority, Visakha-Vijayawada Pipeline Project, Hindustan Petroleum Corporation Limited, D. No. 7-20-7, Plot No. 1, Kirlampudi Layout, Visakhapatnam-530 023, Andhra Pradesh.

## SCHEDULE

## VISAKHA-VIJAYAWADA PIPELINE PROJECT

## HINDUSTAN PETROLEUM CORPORATION LIMITED

Mandal : Kotauratla Distinct : Visakhapatnam

State : Andhra Pradesh

Name of Village	Survey No./ Sub-Division No.		Hec.	Area	Ac.	Cts.
1	2		3	4	5	6
Jalluru	238	Part	00	13.5	00	33
	236/3	"	00	63.5	01	57
	236/5	"	00	32.0	00	79
	236/6	"	00	02.5	00	06
	236/11	"	00	11.5	00	29

Sunkapur	44/2	"	00	06.0	00	15
	44/4	"	00	00.5	00	01
	41/4	"	00	14.0	00	35
	43	"	00	18.5	00	46
	42	"	00	53.5	01	34
	66	"	00	09.0	00	22
	67/1	"	00	05.5	00	13
	67/2	"	00	03.0	00	07
	104	"	00	01.0	00	03
	69/1	"	00	07.0	00	17
	69/2	"	00	17.5	00	43
	70/3	"	00	01.5	00	04
	70/4	"	00	14.5	00	36
	75	"	00	17.5	00	43
	76/1	"	00	14.0	00	34
	76/2A	Part	00	03.0	00	07
	76/3A	"	00	00.5	00	01
	77/1	"	00	06.5	00	16
	77/2	"	00	01.5	00	04
	77/3	"	00	07.5	00	19
	78	"	00	02.5	00	06
	79/1	"	00	04.5	00	11
	81	"	00	07.5	00	19
	83	"	00	11.0	00	27
	84/1	"	00	10.0	00	25
	84/2	"	00	13.5	00	34
	85	"	00	08.5	00	21
	174	"	00	26.5	00	66
	172/10A	"	00	02.0	00	05
	172/10B	"	00	04.0	00	10
	172/13	"	00	00.5	00	01
	172/14	"	00	03.0	00	07
	172/15	"	00	03.0	00	08
	172/16	"	00	06.5	00	16
	172/17	"	00	00.5	00	01
	172/19	"	00	05.0	00	12
	172/21A	"	00	01.0	00	02
	172/21B	"	00	05.5	00	13
	186/1A	"	00	09.5	00	23
	170/1	"	00	09.0	00	22
	170/2	"	00	13.5	00	33
	187/1	"	00	09.5	00	23
	187/2	"	00	11.5	00	28
	187/3	"	00	13.0	00	33
	190	"	00	07.5	00	19
	191/1	"	10	03.5	00	09
	191/2	"	00	04.0	00	10
	191/3	"	00	05.5	00	13
	191/4	"	00	00.5	00	01
	198/2	"	00	02.0	00	05
	198/3	"	00	12.0	00	30
	197/1	"	00	03.0	00	08
	200	"	00	00.5	00	01
	201/1	"	00	07.0	00	17
	201/2	"	00	05.0	00	12
	201/3	"	00	05.0	00	15

1	2	3	4	5	6	1	2	3	4	5	6
Sapur (Concl.)	201/4A ..	00	00.5	00	01	B K. Palli (Concl.)	333/4 Part	00	19.0	00	47
	201/5 ..	00	01.0	00	02		333/5 ..	00	02.0	00	05
	203/1 ..	00	14.5	00	36		334/1 ..	00	17.5	00	43
	203/2 ..	00	22.0	00	54		334/2 ..	00	03.5	00	09
	228 ..	00	28.0	00	69		339/2C ..	00	09.0	00	22
	230/1 ..	00	11.0	00	27		378/1 ..	00	31.0	00	77
	230/3 ..	00	12.5	00	31		377/1 ..	00	31.5	00	78
	231 ..	00	00.5	00	01		377/2 ..	00	06.0	00	15
	229 ..	00	02.5	00	06		371/4 ..	00	00.5	00	01
							371/5 ..	00	01.5	00	04
							395/1&2 ..	00	60.5	01	49
Thangedu Pamulavaka	1 Part	00	32.5	00	50		435 ..	00	52.0	01	29
	240/2A/B ..	00	09.0	00	22		436 ..	00	24.5	00	61
	240/2A/B1 ..	00	20.5	00	51		437/1 ..	00	15.5	00	38
	240/2B ..	00	50.5	01	29						
	240/2C/1 ..	00	52.5	01	30						
	240/2C/2 ..	00	21.5	00	52						
	240/3 ..	00	05.0	00	12						
	240/4 ..	00	20.5	00	51						
	240/5 ..	00	09.0	00	22						
	239/5F2 ..	00	05.5	00	13						
	239/6A ..	00	04.0	00	10						
	239/6B ..	00	53.5	01	32						
	242/2 ..	00	29.0	00	72						
	242/5 ..	00	31.0	00	76						
	242/7A ..	00	24.5	00	60						
	208/1 ..	00	23.5	00	58						
	208/2 ..	00	13.0	00	32						
	208/3 ..	00	01.5	00	04						
	206/2 ..	00	24.5	00	60						
	211/3 ..	00	26.5	00	66						
	211/4 ..	00	06.5	00	16						
	211/5 ..	00	10.5	00	26						
	204 ..	00	00.5	00	01						
	201/3 ..	00	00.5	00	01						
	212/1A ..	00	09.5	00	23						
	212/2B Part	00	00.5	00	01						
	212/2C ..	00	00.5	00	01						
	230/1 ..	00	03.0	00	08						
	230/1A ..	00	16.0	00	40						
	92/1 ..	00	23.0	00	57						
	92/2 ..	00	20.0	00	50						
	92/3B ..	00	15.5	00	38						
	102 ..	00	28.0	00	69						
	107 ..	00	45.5	01	13						
	109/9 ..	00	07.5	00	18						
	69/1 ..	00	01.0	00	03						
	69/3 ..	00	11.0	00	27						
	69/4 ..	00	05.5	00	14						
	69/5 ..	00	07.5	00	18						
	68/9 ..	00	08.5	00	21						
	68/10 ..	00	09.0	00	22						
	68/11 ..	00	08.5	00	21						
	67 ..	00	24.0	00	59						
	65/2 ..	00	23.5	00	58						
	66 ..	00	09.5	00	24						
	76/1 ..	00	09.0	00	22						
	77 ..	00	18.5	00	46						
Bapiraju Kothapalli	329 ..	00	06.0	00	15						
	331/1T012 ..	00	43.5	01	07						
	333/2 ..	00	07.5	00	18						

[D. No. R-31015/13/95-OR-II]  
K.C. KATOCH, Under Secy.

नई दिल्ली, 22 नवम्बर, 1995

का. भा. 31015-13/95-OR-II - जबकि केन्द्र सरकार को अनुभव करा है कि माध-  
वर्तिका जिन में यह आश्चर्य है कि आन्ध्र प्रदेश राज्य में विशाखापट्टनम  
में विजयवाड़ा नक पेट्रोलियम पदार्थ के परिवहन के लिए विशाख-विजयवाड़ा  
पाइपलाइन परियोजना के अन्तर्गत पाइप लाइन हिन्दुस्तान पेट्रोलियम कार-  
पोरेशन लिमिटेड द्वारा बिछाई जानी चाहिए।

और यह भी अनुभव करा है कि इस कार्य के लिए इनके माध संलग्न  
विवरणों में निर्धारित भूमि पर प्रयोक्ता का अधिकार ग्रहण करना आव-  
श्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधि-  
कार ग्रहण अधिनियम, 1962 (1962 का 50) के खंड 3 के उपखंड  
(1) द्वारा पदस्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एन्यूट्रांग  
उस पर उपयोग का अधिकार ग्रहण करने की मंशा की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि में संबंधित कोई भी व्यक्ति, भारत के  
राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियों सर्वसाधारण को उपलब्ध  
कराए जाने की तारीख से 21 दिन के अंदर, प्रयोक्ता के भूमि अधिग्रहण  
अधिकार या भूमिगत पाइपलाइन बिछाए जाने के संबंध में लिखित में  
अपनी आपत्ति, मक्षम प्राधिकारी, विशाख-विजयवाड़ा पाइपलाइन परियोजना  
हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड, अ. स. 7-20-7, प्लॉट  
नं. 1 किल्लेपूडि ले आउट, विशाखापट्टनम-530023, आन्ध्र प्रदेश को  
कर सकता है।

#### अनुसूची

विशाख - विजयवाड़ा पाइप लाइन परियोजना

हिन्दुस्तान पेट्रोलियम कारपोरेशन लिमिटेड

मंडल - माधवरामनम राज्य - आन्ध्र प्रदेश जिला - विशाखापट्टनम

ग्राम	खर्च नं.	क्षेत्रफल			
	यह अधिजन	हेक्टर	आर.	एकड़	सेन्ट
1	2	3	4	5	6
बैकलपालेम	70/2 भाग	00	02.5	00	06
	80/1 "	00	02.5	00	06
	80/3 "	00	16.0	00	40

1	2	3	4	5	6	1	2	3	4	5	6
बेकनापारिम	72/4 भाग	00	11.5	00	29	गोट्टिपारिम (संयत)	28/4 भाग	00	00.5	00	01
	73/1 "	00	00.5	00	01		28/11 "	00	00.5	00	01
	81/1 "	00	26.5	00	65		28/12 "	00	10.5	00	26
	81/4 "	00	03.0	00	07		28/15 "	00	00.0	00	10
	7 "	00	20.0	00	50		25/1 "	00	00.0	00	10
गोट्टिपारिम							25/3 "	00	00.5	00	01
	77/1 "	00	05.0	00	12		25/4 "	00	08.0	00	20
	77/3 "	00	07.0	00	17		25/5 "	00	03.5	00	09
	77/4 "	00	08.0	00	20	भीमबोहतापारिम	68/1एफ "	00	01.0	00	03
	77/5 "	00	07.0	00	17		68/1जी "	00	00.5	00	01
	77/7 "	00	00.5	00	01		68/1एच "	00	00.5	00	01
	74/1 "	00	25.0	00	62		68/1आई "	00	01.0	00	03
	74/2 "	00	06.5	00	16		68/1एम "	00	03.5	00	09
	74/3 "	00	01.0	00	02		68/1एन "	00	00.5	00	01
	12 "	00	29.0	00	72		68/1पी "	00	07.0	00	17
	14/1 "	00	12.0	00	30		68/4आई "	00	03.0	00	08
	54/3 "	00	02.0	00	05		68/4जे "	00	07.5	00	18
	54/4 "	00	07.5	00	18		68/4एन "	00	06.5	00	16
	54/5 "	00	09.0	00	22		68/4एम "	00	02.0	00	05
	54/12 "	00	09.5	00	01		68/6ए "	00	00.5	00	01
	54/13 "	00	02.5	00	06		68/6बी "	00	01.5	00	04
	54/14 "	00	00.5	00	01		68/6सी "	00	02.0	00	05
	16/2 "	00	02.0	00	05		68/6एफ "	00	04.0	00	10
	16/3 "	00	06.0	00	15		68/6जी "	00	05.5	00	13
	16/4 "	00	00.5	00	01		62/10 "	00	00.5	00	01
	16/9 "	00	02.5	00	06		60/5 "	00	07.0	00	17
	17 "	00	22.5	00	55		60/8 "	00	00.5	00	01
	21/8 "	00	03.0	00	08		60/9 "	00	01.0	00	03
	31/6 "	00	03.0	00	07		60/10 "	00	03.5	00	09
	31/7 "	00	00.5	00	01		60/11 "	00	03.5	00	09
	31/8 "	00	02.5	00	06		60/25 "	00	00.5	00	01
	31/12 "	00	01.0	00	03		60/26 "	00	01.5	00	04
	31/13 "	00	00.5	00	01		60/29 "	00	03.0	00	08
	31/14 "	00	03.0	00	07		60/31 "	00	03.0	00	08
	30/2 "	00	00.5	00	01		60/32 "	00	04.5	00	11
	30/5 "	00	07.0	00	17		60/33 "	00	01.0	00	02
	30/6 "	00	01.5	00	04		60/53 "	00	01.5	00	04
	30/7 "	00	00.5	00	01		60/54 "	00	04.0	00	10
	29/1 "	00	03.0	00	08		60/55 "	00	04.0	00	10
	29/2 "	00	03.0	00	08		60/61 "	00	05.5	00	13
	29/3 "	00	03.0	00	07		60/62 "	00	01.5	00	04
	29/4 "	00	01.5	00	04		60/63 "	00	03.5	00	09
	29/5 "	00	01.0	00	03		60/66 "	00	01.0	00	02
	29/6 "	00	01.0	00	03		52/7 "	00	00.5	00	01
	29/7 "	00	00.5	00	01		52/8 "	00	09.0	00	22
	29/8 "	00	02.5	00	06		53/1 "	00	04.5	00	11
	29/11 "	00	02.0	00	05		53/1 "	00	00.5	00	01
	29/12 "	00	00.5	00	01		53/6 "	00	02.0	00	08
	29/38 "	00	00.5	00	01		53/7 "	00	01.0	00	03
	29/39 "	00	00.5	00	01		53/8 "	00	00.5	00	01
	28/1 "	00	00.5	00	01		37/6 "	00	04.5	00	11
	28/2 "	00	00.5	00	01		37/7 "	00	04.0	00	10
	28/3 "	00	06.0	00	15		37/10 "	00	09.0	00	22

1	2	3	4	5	6	1	2	3	4	5	6
श्रीमदीशनाथल्लिम (मंगल)	31/1 भाग	00	02.5	00	06		103/16 भाग	00	03.5	00	09
	31/2 "	00	08.0	00	20		103/17 "	00	05.5	00	14
	31/3 "	00	03.0	00	08		132/7 "	00	02.0	00	05
	31/4 "	00	00.5	00	01		141/1 "	00	25.5	00	63
	30/4 "	00	12.0	00	30		141/2 "	00	01.5	00	04
	29/4 "	00	04.0	00	10		141/3 "	00	21.5	00	53
	29/5 "	00	16.0	00	40		318/1 "	00	13.5	00	33
	29/6 "	00	04.0	00	10		318/2 "	00	01.5	00	04
	29/7 "	00	01.5	00	04		318/3 "	00	02.0	00	05
	29/8 "	00	06.0	00	15		318/11 "	00	02.5	00	08
	29/9 "	00	12.0	00	30		318/12 "	00	00.5	00	01
	29/10 "	00	00.5	00	01		317/7 "	00	00.5	00	01
	29/11 "	00	00.5	00	01		317/8 "	00	00.5	00	01
	23/3 "	00	01.0	00	03		317/9 "	00	02.0	00	05
	23/8 "	00	00.5	00	01		317/10 "	00	02.5	00	06
	23/9 "	00	04.5	00	11		317/11 "	00	01.5	00	04
	23/10 "	00	06.0	00	15		317/12 "	00	02.0	00	05
	23/11 "	00	05.5	00	13		317/13 "	00	03.0	00	07
	22 "	00	28.0	00	72		317/14 "	00	01.0	00	03
	134/1,2,3 "	00	52.5	01	30		316/6 "	00	00.5	00	01
	133/7 "	00	01.5	00	04		316/7 "	00	01.5	00	04
	133/8 "	00	05.5	00	13		316/8 "	00	01.5	00	04
	133/3 "	00	11.0	00	27		316/9 "	00	02.0	00	05
	129/8 "	00	03.0	00	08		316/10 "	00	00.5	00	01
	136/4 "	00	07.5	00	18		316/15 "	00	01.5	00	04
	136/3 "	00	05.5	00	14		316/16पूरा	00	01.5	00	04
शामरम	77 "	00	00.5	00	01		316/17 भाग	00	01.0	00	03
	81 "	00	60.5	01	49		316/18 "	00	00.5	00	01
	82 "	00	44.5	01	10		315/28 "	00	00.5	00	01
	86/1 "	00	10.0	00	40		323/4 "	00	03.0	00	07
	86/3 "	00	24.0	00	59		323/5 "	00	00.5	00	01
	90/2 "	00	39.5	00	97		323/6 "	00	01.0	00	03
	91/2 "	00	11.5	00	28		323/7 "	00	03.5	00	09
	97/1 "	00	38.5	00	95		323/9 "	00	01.0	00	02
	98/4 "	00	00.5	00	01		323/10 "	00	03.0	00	08
	101/2 "	00	02.5	00	06		323/11 "	00	01.0	00	02
	101/4 "	00	10.5	00	26		323/21 "	00	02.0	00	05
	101/5 "	00	01.5	00	04		323/24 "	00	00.5	00	01
	101/7 "	00	01.0	00	02		324/1 "	00	02.0	00	05
	101/12 "	00	02.0	00	05		324/2 "	00	01.0	00	02
	101/13 "	00	05.0	00	12		324/11 "	00	00.5	00	01
	101/14 "	00	00.5	00	01		212/2 "	00	00.5	00	01
	100/10 भाग	00	01.0	00	03		312/3 "	00	05.5	00	13
	102/1 "	00	00.5	00	01		312/5 "	00	00.5	00	01
	102/3 "	00	10.0	00	25		312/10 "	00	01.0	00	02
	102/6 "	00	01.0	00	03		312/11 "	00	04.5	00	11
	102/7 "	00	08.0	00	20		312/12 "	00	04.0	00	10
	102/8 "	00	07.5	00	18		312/14 "	00	01.5	00	04
	102/9 "	00	01.0	00	03		325/1 "	00	17.5	00	43
	102/10 "	00	07.5	00	19		311/3 "	00	00.5	00	01
	102/11 "	00	00.5	00	01		311/5 "	00	02.5	00	06
	103/13 "	00	03.0	00	08		311/8 "	00	01.0	00	02
	103/15 "	00	09.5	00	23		311/9 "	00	03.0	00	08

1	2	3	4	5	6	1	2	3	4	5	6
नामरम् (संवत्)	311/10 भाग	00	05.0	00	12	नामरम् (संवत्)	263/3 भाग	00	03.0	00	08
	311/11 "	00	02.0	00	05		263/4 "	00	00.5	00	01
	311/13 "	00	06.0	00	15		263/5 "	00	03.0	00	08
	311/14 "	00	07.0	00	17		263/6 "	00	01.0	00	02
	311/15 "	00	01.0	00	03		263/8 "	00	05.5	00	13
	311/16 "	00	00.5	00	01		263/9 "	00	01.5	00	04
	305/1 "	00	00.5	00	01		263/10 "	00	01.5	00	04
	308/6 "	00	01.5	00	04		264/1 भाग	00	03.5	00	09
	308/11 "	00	17.5	00	43		264/2 "	00	05.5	00	14
	199/2 "	00	04.5	00	11		262/3 "	00	01.5	00	04
	200/4 "	00	01.0	00	02		262/8 "	00	02.0	00	05
	20/9 "	00	01.5	00	04		262/9 "	00	04.0	00	10
	200/10 "	00	01.0	00	03		262/10 "	00	13.5	00	33
	200/11 "	00	01.0	00	02		262/11 "	00	01.0	00	03
	200/15 "	00	01.0	00	02		261/1 "	00	01.0	00	02
	200/16 "	00	06.5	00	16		261/2 "	00	03.5	00	09
	200/17 "	00	00.5	00	01		261/7 "	00	06.5	00	16
	200/18 "	00	00.5	00	01		261/8 "	00	04.5	00	11
	200/26 "	00	01.0	00	03		261/9 "	00	03.0	00	07
	204/6 "	00	00.5	00	01		260/1 "	00	01.5	00	04
	204/7 "	00	00.5	00	01		260/2 "	00	02.0	00	05
	204/11 "	00	01.0	00	02		260/4 "	00	05.0	00	12
	204/12 "	00	03.0	00	08		260/5 "	00	02.5	00	06
	204/13 "	00	01.5	00	04		260/6 "	00	00.5	00	01
	204/14 "	00	00.5	00	01		260/7 "	00	00.5	00	01
	204/15 "	00	02.0	00	05		238/19 "	00	01.5	00	04
	204/16 "	00	03.5	00	09		238/20 "	00	03.0	00	08
	204/17 "	00	00.5	00	01		239/3 "	00	00.3	00	01
	204/18 "	00	00.5	00	01		239/4 "	00	00.5	00	01
	204/19 "	00	00.5	00	01		239/5 "	00	05.5	00	13
	202/30 "	00	01.0	00	03		239/6 "	00	01.5	00	04
	202/31 पूरा	00	01.01	00	02		239/7 "	00	04.5	00	11
	202/32 पूरा	00	01.0	00	03		239/8 "	00	01.0	00	03
	203/5 भाग	00	00.5	00	01		239/9 "	00	00.5	00	01
	203/6 "	00	00.5	00	01		239/10 "	00	02.5	00	06
	203/7 "	00	00.5	00	01		239/11 "	00	01.0	00	03
	203/8 "	00	03.0	00	07		239/12 "	00	01.0	00	03
	203/9 "	00	02.0	00	05		239/13 "	00	00.5	00	01
	203/10 "	00	00.5	00	01		240/1 "	00	04.5	00	11
	203/11 "	00	00.5	00	01		240/2 "	00	05.0	00	12
	203/12 पूरा	00	02.0	00	05		240/5 "	00	01.0	00	02
	203/13 भाग	00	01.0	00	03		241/21 "	00	00.5	00	01
	203/15 "	00	01.0	00	03		241/22 "	00	02.5	00	06
	203/16 "	00	00.5	00	01		241/23 "	00	01.5	00	04
	203/27 "	00	00.5	00	01		241/24 "	00	03.0	00	07
	203/28 "	00	03.0	00	07		242/2 "	00	00.5	00	01
	203/29 "	00	00.5	00	01		242/3 "	00	16.0	00	40
	203/30 "	00	01.0	00	03		242/4 "	00	03.0	00	07
	203/31 पूरा	00	01.0	00	03		244/1 "	00	06.0	00	15
	203/32 भाग	00	02.5	00	06		244/2 "	00	06.0	00	15
	202/27 "	00	02.0	00	05		244/6 "	00	01.0	00	02
	202/28 "	00	13.5	00	33		243/9 "	00	14.0	00	34
	293/1 "	00	01.0	00	02		243/10 "	00	01.5	00	04
	293/2 "	00	01.0	00	03						

1	2	3	4	5	6	1	2	3	4	5	6		
बपावरम्	194/1	भाग	00	32.0	00	79	मिश्रित (संयुक्त)	93/2	भाग	00	01.0	00	02
	192/2	"	00	09.0	00	22		102/1	"	00	16.5	00	41
	192/5	"	00	01.0	00	02		102/3	"	00	13.5	00	33
	189/1	"	00	06.0	00	15		101/2	"	00	20.0	00	50
	189/2	"	00	14.5	00	36	राजपत्र	377	"	00	28.5	00	71
	190/6	"	00	00.5	00	01		133/1	"	00	05.5	00	13
	190/8	"	00	07.0	00	17		133/2	"	00	03.0	00	07
	190/9	"	00	02.0	00	05		133/3	"	00	02.0	00	05
	188/1/6	"	00	37.5	00	93	[फा. सं. आर 31013/12/95--प्रो आर-II]						
	186/1	"	00	08.0	00	20	के. सी. कटोच प्रवर सचिव						
	186/2	"	00	20.5	00	51	New Delhi, 22nd November, 1995						
	185	"	00	01.5	00	03	S.O. 3127.--Whereas, it appears to the Central						
	184	"	00	17.0	00	42	Government that it is necessary in the public in-						
	183	"	00	17.0	00	42	terest that for the transport of petroleum pro-						
	178/1	"	00	00.5	00	01	ducts from Visakhapatnam to Vijayawada in						
	179/1	"	00	20.0	00	50	the State of Andhra Pradesh through VISAKHA-						
	179/2	"	00	18.5	00	46	VIJAYAWADA pipeline should be laid by the						
	179/3	"	00	19.00	00	47	Hindustan Petroleum Corporation Limited.						
	176	"	00	11.0	00	27	And whereas, it appears that for the purpose						
	175	"	00	26.0	00	64	of laying the said pipeline it is necessary to ac-						
मिश्रित	200/2	"	00	25.5	00	63	quire the right of user in the land described in						
	200/3	"	00	26.0	00	64	the schedule annexed hereto;						
	201/2	"	00	02.5	00	06	Now, therefore, in exercise of the powers con-						
	203/2	"	00	30.0	00	74	ferred by sub section (1) of the section 3 of the						
	205/1	"	00	09.5	00	23	Petroleum & Minerals Pipelines (Acquisition of						
	205/2	"	00	11.5	00	29	Right of user in the land) Act, 1962 (50 of						
	205/3	"	00	03.0	00	08	1962) the Central Government hereby declares						
	205/4	"	00	18.5	00	46	its intention to acquire the Right of user therein;						
	204/2	"	00	05.0	00	13	Any person interested in the land described in						
	145/2	"	00	07.0	00	17	the said Schedule may within 21 days from the						
	145/3	"	00	01.0	00	02	date on which the copies of the notification, as						
	147/3	"	00	16.0	00	40	published in the Gazette of India, are made						
	143/1	"	00	10.0	00	25	available to the general public, object in writing						
	143/3	"	00	08.5	00	21	to the acquisition of the right of user therein or						
	129/1	"	00	10.0	00	25	laying of the pipeline under the land to the						
	129/5	"	00	05.5	00	14	Competent Authority, Visakha-Vijayawada Pipe-						
	129/7	"	00	01.0	00	03	line Project, Hindustan Petroleum Corporation						
	129/8	"	00	02.0	00	05	Limited, D. No. 7-20-7, Pilot No. 1; Kirlampudi						
	142	"	00	16.5	00	41	Layout, Visakhapatnam-530 023, Andhra Pra-						
	128/1	"	00	02.0	00	05	deshr.						
	128/3	"	00	02.5	00	06							
	127/6	"	00	03.0	00	07							
	127/7	"	00	11.5	00	29							
	125/18	"	00	07.0	00	17							
	125/19	"	00	01.0	00	02							
	125/20	"	00	04.5	00	11							
	124/1	"	00	03.0	00	07							
	124/2	"	00	01.0	00	03							
	124/3	"	00	11.5	00	28							
	124/5	"	00	03.0	00	08							
	124/7	"	00	08.5	00	21							
	124/8	"	00	00.5	00	01							
	92/3	"	00	03.0	00	07							
	92/4	"	00	02.5	00	06							

SCHEDULE						1	2	3	4	5	6
Visakha—Vijaya wada Pipeline Project						Settipalem	29/38 Part	00	00.5	00	01
Hindustan Petroleum Corporation Limited						(Contd.)	29/39 "	00	00.5	00	01
Mandal : Makavarapalem District : Visakhapatnam							28/1 "	00	00.5	00	01
Page No. State : Andhra Pradesh							28/2 "	00	00.5	00	01
							28/3 "	00	06.0	00	15
							28/4 "	00	00.5	00	01
							28/11 "	00	00.5	00	01
							28/12 "	00	10.5	00	26
							28/15 "	00	04.0	00	10
							25/1 "	00	04.0	00	10
							25/3 "	00	00.5	00	01
							25/4 "	00	08.0	00	20
							25/5 "	00	03.5	00	09
						Bheemaboyina-	68/1F "	00	01.0	00	03
						palem (Contd.)	68/1G "	00	00.5	00	01
							68/1H "	00	00.5	00	01
							68/1I "	00	01.0	00	03
							68/1M "	00	03.5	00	09
							68/1N "	00	00.5	00	01
							68/1P "	00	07.0	00	17
							68/4I "	00	03.0	00	08
							68/4J "	00	07.5	00	18
							68/4L "	00	06.5	00	16
							68/4M "	00	02.0	00	05
							68/6A "	00	00.5	00	01
							68/6B Part	00	01.5	00	04
							68/6C "	00	02.0	00	05
							68/6F "	00	04.0	00	10
							68/6G "	00	05.5	00	13
							62/10 "	00	00.5	00	01
							60/5 "	00	07.0	00	17
							60/8 "	00	00.5	00	01
							60/9 "	00	01.0	00	03
							60/10 "	00	03.5	00	09
							60/11 "	00	03.5	00	09
							60/25 "	00	00.5	00	01
							60/26 "	00	01.5	00	04
							60/29 "	00	03.0	00	08
							60/31 "	00	03.0	00	08
							60/32 "	00	04.5	00	11
							60/33 "	00	01.0	00	02
							60/53 "	00	01.5	00	04
							60/54 "	00	04.0	00	10
							60/55 "	00	04.0	00	10
							60/61 "	00	05.5	00	13
							60/62 "	00	01.5	00	04
							60/63 "	00	03.5	00	09
							60/66 "	00	01.0	00	02
							52/7 "	00	00.5	00	01
							52/8 "	00	09.0	00	22
							53/1 Part	00	04.5	00	11
							53/2 "	00	00.5	00	01
							53/6 "	00	03.0	00	08
							53/7 "	00	01.0	00	03
							53/8 "	00	00.5	00	01
							37/6 "	00	04.5	00	11
							37/7 "	00	04.0	00	10
							37/10 "	00	09.0	00	22
							31/1 "	00	02.5	00	06
							31/2 "	00	08.0	00	20
							31/3 "	00	03.0	00	08
							31/4 "	00	00.5	00	01
							30/1 "	00	12.0	00	30



1	2	3	4	5	6	1	2	3	4	5	6
Bheemaboyina- paleth (Contd.)	29/4 Part	00	04.0	00	10	Tamaram (Contd.)	317/10 Part	00	02.5	00	06
	29/5 "	00	16.0	00	40		317/11 "	00	01.5	00	04
	29/6 "	00	04.0	00	10		317/12 "	00	02.0	00	05
	29/7 "	00	01.5	00	04		317/13 "	00	03.0	00	07
	29/8 "	00	06.0	00	15		317/14 "	00	01.0	00	03
	29/9 "	00	12.0	00	30		316/6 "	00	00.5	00	01
	29/10 "	00	00.5	00	01		316/7 "	00	01.5	00	04
	29/11 "	00	00.5	00	01		316/8 "	00	01.5	00	04
	23/3 "	00	01.0	00	03		316/9 "	00	02.0	00	05
	23/8 "	00	00.5	00	01		316/10 "	00	00.5	00	01
	23/9 "	00	04.5	00	11		316/15 "	00	01.5	00	04
	23/10 "	00	06.0	00	15		316/16 Full	00	01.5	00	04
	23/11 "	00	05.5	00	13		316/17 Part	00	01.0	00	03
	22 "	00	29.0	00	72		316/18 "	00	00.5	00	01
	134/1,2,3 "	00	52.5	01	30		315/28 "	00	00.5	00	01
	133/7 "	00	01.5	00	04		323/4 "	00	03.0	00	07
	133/8 "	00	05.5	00	13		323/5 "	00	00.5	00	01
	133/3 "	00	11.0	00	27		323/6 "	00	01.0	00	03
	129/8 "	00	03.0	00	08		323/7 "	00	03.5	00	09
	136/4 "	00	07.5	00	18		323/9 "	00	01.0	00	02
	136/3 "	00	05.5	00	14		323/10 "	00	03.0	00	08
Tamaram	77 "	00	00.5	00	01		323/11 "	00	01.0	00	02
	81 "	00	60.5	01	49		323/21 "	00	02.0	00	05
	82 "	00	44.5	01	10		323/24 "	00	00.5	00	01
	86/1 "	00	16.0	00	40		324/1 "	00	02.0	00	05
	86/3 "	00	24.0	00	59		324/2 Part	00	01.0	00	02
	90/2 "	00	39.5	00	97		324/11 "	00	00.5	00	01
	91/2 "	00	11.5	00	28		312/2 "	00	00.5	00	01
	97/1 "	00	38.5	00	95		312/3 "	00	05.5	00	13
	98/4 "	00	00.5	00	01		312/5 "	00	00.5	00	01
	101/2 "	00	02.5	00	06		312/10 "	00	01.0	00	02
	101/4 "	00	10.5	00	26		312/11 "	00	04.5	00	11
	101/5 "	00	01.5	00	04		312/12 "	00	04.0	00	10
	101/7 "	00	01.0	00	02		312/14 "	00	01.5	00	04
	101/12 "	00	02.0	00	05		325/1 "	00	17.5	00	43
	101/13 "	00	05.0	00	12		311/3 "	00	00.5	00	01
	101/14 "	00	00.5	00	01		311/5 "	00	02.5	00	06
	100/10 Part	00	01.0	00	03		311/8 "	00	01.0	00	02
	102/1 "	00	00.5	00	01		311/9 "	00	03.0	00	08
	102/3 "	00	10.0	00	25		311/10 "	00	05.0	00	12
	102/6 "	00	01.0	00	03		311/11 "	00	02.0	00	05
	102/7 "	00	08.0	00	20		311/13 "	00	06.0	00	15
	102/8 "	00	07.5	00	19		311/14 "	00	07.0	00	17
	102/9 "	00	01.0	00	03		311/15 "	00	01.0	00	03
	102/10 "	00	07.5	00	19		311/16 "	00	00.5	00	01
	102/11 "	00	00.5	00	01		305/1 "	00	00.5	00	01
	103/13 "	00	03.0	00	08		308/6 "	00	01.5	00	04
	103/15 "	00	09.5	00	23		308/11 "	00	17.5	00	43
	103/16 "	00	03.5	00	09		199/2 "	00	04.5	00	11
	103/17 "	00	05.5	00	14		200/7 "	00	01.0	00	02
	132/7 "	00	02.0	00	05		200/9 Part	00	01.5	00	04
	141/1 "	00	25.5	00	63		200/10 "	00	01.0	00	03
	141/2 "	00	01.5	00	04		200/11 "	00	01.0	00	02
	141/3 "	00	21.5	00	53		200/15 "	00	01.0	00	02
	318/1 "	00	13.5	00	33		200/16 "	00	06.5	00	16
	318/2 "	00	01.5	00	04		200/17 "	00	00.5	00	01
	318/3 "	00	02.0	00	05		200/18 "	00	00.5	00	01
	318/11 "	00	02.5	00	06		200/26 "	00	01.0	00	03
	318/12 "	00	00.5	00	01		204/6 "	00	00.5	00	01
	317/7 "	00	00.5	00	01		204/7 "	00	00.5	00	01
	317/8 "	00	00.5	00	01		204/11 "	00	01.0	00	02
	317/9 "	00	02.0	00	05		204/12 "	00	03.0	00	08
							204/13 "	00	01.5	00	04
							204/14 "	00	00.5	00	01

1	2	3	4	5	6	1	2	3	4	5	6
Tamaram (Contd.)	204/15 Part	00	02.0	00	05	Tamaram (Contd.)	239/12 Part	00	01.0	00	03
	204/16 „	00	03.5	00	09		239/13 „	00	00.5	00	01
	204/17 „	00	00.5	00	01		240/1 „	00	04.5	00	11
	204/18 „	00	00.5	00	01		240/2 „	00	05.0	00	12
	204/19 „	00	00.5	00	01		240/5 „	00	01.0	00	02
	202/30 „	00	01.0	00	03		241/21 „	00	00.5	00	01
	202/31 Full	00	01.0	00	02		241/22 „	00	02.5	00	06
	202/32 Full	00	01.0	00	03		241/23 „	00	01.5	00	04
	203/5 Part	00	00.5	00	01		241/24 „	00	03.0	00	07
	203/6 „	00	00.5	00	01		242/2 „	00	00.5	00	01
	203/7 „	00	00.5	00	01		242/3 „	00	16.0	00	40
	203/8 Part	00	03.0	00	07		242/4 „	00	03.0	00	07
	203/9 „	00	02.0	00	05		244/1 „	00	06.0	00	15
	203/10 „	00	00.5	00	01		244/2 „	00	06.0	00	15
	203/11 „	00	00.5	00	01		244/6 „	00	01.0	00	02
	203/12 Full	00	02.0	00	05		243/9 „	00	14.0	00	34
	203/13 Part	00	01.0	00	03		243/10 „	00	01.5	00	04
	203/15 „	00	01.0	00	03						
	203/16 „	00	00.5	00	01	Bayyavaram	194/1 „	00	32.0	00	79
	203/27 „	00	00.5	00	01		194/2 „	00	09.0	00	22
	203/28 „	00	03.0	00	07		192/5 „	00	01.0	00	02
	203/29 „	00	00.5	00	01		189/1 „	00	06.0	00	15
	203/30 „	00	01.0	00	03		189/2 „	00	14.5	00	36
	203/31 Full	00	01.0	00	03		190/6 „	00	00.5	00	01
	203/32 Part	00	02.5	00	06		190/8 „	00	07.0	00	17
	202/27 „	00	02.0	00	05		190/9 „	00	02.0	00	05
	202/28 „	00	13.5	00	33		188/1T06 „	00	37.5	00	93
	293/1 „	00	01.0	00	02		186/1 „	00	08.0	00	20
	273/2 „	00	01.0	00	03		186/2 „	00	20.5	00	51
	263/3 „	00	03.0	00	08		185/ „	00	01.5	00	03
	263/4 „	00	00.5	00	01		184/ „	00	17.0	00	42
	263/5 „	00	03.0	00	08		183/ „	00	17.0	00	42
	263/6 „	00	01.0	00	02		178/1 „	00	00.5	00	01
	263/8 „	00	05.5	00	13		179/1 „	00	20.0	00	50
	263/9 „	00	01.5	00	04		179/2 „	00	18.5	00	46
	263/10 „	00	01.5	00	04		179/3 „	00	19.0	00	47
	264/1 Part	00	03.5	00	09		176/ „	00	11.0	00	27
	264/2 „	00	05.5	00	14		175/ „	00	26.0	00	64
	262/3 „	00	01.5	00	04						
	262/8 „	00	02.0	00	05	Giduthuru	200/2 „	00	25.5	00	63
	262/9 „	00	04.0	00	10		200/3 „	00	26.0	00	64
	262/10 „	00	13.5	00	33		201/2 „	00	02.5	00	06
	262/11 „	00	01.0	00	03		203/2 „	00	30.0	00	74
	261/1 „	00	01.0	00	02		205/1 „	00	09.5	00	23
	261/2 „	00	03.5	00	09		205/2 „	00	11.5	00	92
	261/7 „	00	06.5	00	16		205/3 „	00	03.0	00	08
	261/8 „	00	04.5	00	11		205/4 „	00	18.5	00	46
	261/9 „	00	03.0	00	07		204/2 „	00	05.5	00	13
	260/1 „	00	01.5	00	04						
	260/2 „	00	02.0	00	05		145/2 „	00	07.0	00	17
	260/4 „	00	05.0	00	12		145/3 „	00	01.0	00	02
	260/5 „	00	02.5	00	06		147/3 „	00	16.0	00	40
	260/6 „	00	00.5	00	01		143/1 „	00	10.0	00	25
	260/7 „	00	00.5	00	01		143/3 „	00	08.5	00	21
	238/19 „	00	01.5	00	04		129/1 „	00	10.0	00	25
	238/20 „	00	03.0	00	08		129/5 „	00	05.5	00	14
	239/3 „	00	00.5	00	01		129/7 „	00	01.0	00	03
	239/4 „	00	00.5	00	01		129/8 „	00	02.0	00	05
	239/5 „	00	05.5	00	13		142/ „	00	16.5	00	41
	239/6 „	00	01.5	00	04		128/1 „	00	02.0	00	05
	239/7 „	00	04.5	00	11		128/3 „	00	02.5	00	06
	239/8 Part	00	01.0	00	03		127/6 „	00	03.0	00	07
	239/9 „	00	00.5	00	01		127/7 „	00	11.5	00	29
	239/10 „	00	02.5	00	06		125/18 „	00	07.0	00	17
	239/11 „	00	01.0	00	03						

1	2	3	4	5	6
Giduthuru	125/19 Part	00	01.0	00	02
(Contd.)	125/20 ..	00	04.5	00	11
	124/1 ..	00	03.0	00	07
	124/2 ..	00	01.0	00	03
	124/3 ..	00	11.5	00	28
	124/5 ..	00	03.0	00	08
	124/7 ..	00	08.5	00	21
	124/8 ..	00	00.5	00	01
	92/2 ..	00	03.0	00	07
	92/4 ..	00	02.5	00	06
	93/2 ..	00	01.0	00	02
	102/1 ..	00	16.5	00	41
	102/3 ..	00	13.5	00	36
	101/2 ..	00	20.0	00	50
Rachapalli	377/ ..	00	28.5	00	71
	133/1 ..	00	05.5	00	13
	133/2 ..	00	03.0	00	07
	133/3 ..	00	02.0	00	05

[F. No. R-31015/12/95—OR-II]

K. C. KATOCH, Under Secy.

नई दिल्ली, 22 दिसम्बर, 1995

का. घा. 3128 :—जबकि केन्द्र सरकार यह अनुभव करती है कि सार्वजनिक हित में यह आवश्यक है कि आन्ध्र प्रदेश राज्य में विनाखोपट्टनम से विजयवाड़ा तक पेट्रोलियम पदार्थ के परिवहन के लिए विनाखो—विजयवाड़ा पाइपलाइन परियोजना के अन्तर्गत पाइपलाइन हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा बिछाई जानी चाहिए और यह भी अनुभव करती है कि उस कार्य के लिए इसके साथ संलग्न विवरणी में निर्धारित भूमि पर प्रयोक्ता का अधिकार ग्रहण करना आवश्यक है।

अतः पेट्रोलियम एवं खनिज पाइप लाइन (भूमि पर प्रयोक्ता का अधिकार ग्रहण अधिनियम, 1962 (1962 का 50) के खण्ड 3 के उपखण्ड (1) द्वारा प्रदत्त शक्तियों का प्रयोग करने हेतु केन्द्र सरकार एतद्द्वारा उस पर उपयोग का अधिकार ग्रहण करने की मंशा की घोषणा करती है।

उक्त अनुसूची में वर्णित भूमि से संबंधित कोई भी व्यक्ति, भारत के राजपत्र में यथा प्रकाशित अधिसूचना की प्रतियां सर्वसाधारण की उपलब्ध कराने की तारीख से 21 दिन के अंदर, प्रयोक्ता के भूमि अधिग्रहण अधिकार या भूमिगत पाइपलाइन बिछाए जाने के संबंध में लिखित में अपनी आपत्ति, राक्षस प्राधिकारी, विनाखो—विजयवाड़ा पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड, अ. म. 7—20—7, प्लॉट नं. 1 किर्लमपूडि ले आउट, विनाखोपट्टनम—530023, आन्ध्र प्रदेश को कर सकता है।

मनुसूची					
विनाखो—विजयवाड़ा पाइप लाइन परियोजना					
हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड					
मंडल : अंतकापल्लि राज्य : आन्ध्र प्रदेश जिला : विनाखोपट्टनम					
ग्राम	सर्वे नं. / सब डिविजन	हेक्टे	घा.	क्षेत्रफल एकड़	सेन्ट
1	2	3	4	5	6
कोडुपल्लेम	34/ 8 भाग	00	03.5	00	09
	34/ 7 भाग	00	13.0	00	32
	34/2 ..	00	20.0	00	50
	23/2 ..	00	01.5	00	04
	23/1 बी भाग	00	02.5	00	06
	23/1 भाग	00	03.5	00	09
	32/17 भाग	00	02.5	00	06
	32/16 भाग	00	04.5	00	11
	25/27 भाग	00	05.0	00	12
	25/14 भाग	00	01.0	00	02
	25/13 पूरा	00	04.0	00	10
	25/12 भाग	00	00.5	00	01
	25/11 भाग	00	07.5	00	18
	25/10 भाग	00	03.0	00	07
	25/9 भाग	00	02.0	00	05
	25/2 भाग	00	04.0	00	10
	25/1 भाग	00	05.0	00	12
पणप्या संतपल्लेम (मन्तु)	11/3 भाग	00	00.5	00	01
	11/2 भाग	00	05.5	00	14
	10/14 भाग	00	02.0	00	05
	10/15 भाग	00	07.5	00	18
	10/13 भाग	00	14.0	00	34
	10/5 भाग	00	01.0	00	02
	2/2 भाग	00	03.0	00	08
	64/2 भाग	00	04.5	00	11
	64/1 भाग	00	01.0	00	02
	66/41 भाग	00	03.5	00	09
	66/40 ..	00	00.5	00	01
	66/16 ..	00	00.5	00	01
	66/17 ..	00	02.0	00	05
	66/21 ..	00	05.0	00	12
	66/20 ..	00	01.0	00	02
	66/22 ..	00	04.5	00	11
	66/24 ..	00	01.0	00	02
	66/25 ..	00	00.5	00	01
	66/13 ..	00	05.0	00	12
	66/26 ..	00	00.5	00	01
	66/23 ..	00	00.5	00	01
	69/6 ..	00	02.0	00	05
	69/5 ..	00	03.0	00	08
	69/7 ..	00	00.5	00	01
	69/8 ..	00	01.5	00	04
	69/4 ..	00	00.5	00	01

1	2	3	4	5	6	1	2	3	4	5	6		
पापग्या	69/4	भाग	00	02.5	00	06	पापग्या	142/24	भाग	00	03.0	00	07
मतपावेम	69/26	"	00	00.5	00	01	मतपावेम	102/25	"	00	00.5	00	01
(संततु)	69/25	"	00	02.0	00	05	(संततु)	102/26	"	00	01.5	00	04
	69/20	"	00	01.5	00	04		102/27	"	00	02.5	00	06
	69/10	"	00	00.5	00	01		102/30	"	00	00.5	00	01
	69/11	"	00	00.5	00	01		105/20	"	00	00.5	00	01
	69/19	"	00	02.5	00	06		105/19	"	00	02.5	00	06
	69/13	"	00	00.5	00	01		105/18	"	00	01.0	00	02
	69/17	"	00	00.5	00	01		105/17	"	00	04.5	00	11
	69/18	"	00	01.0	00	02		105/16	"	00	02.0	00	05
	69/13	"	00	01.0	00	03		105/12	"	00	00.5	00	01
	69/18	"	00	01.5	00	04		105/13	"	00	01.0	00	02
	69/21	"	00	00.5	00	01		105/15	"	00	00.5	00	01
	124/1	"	00	05.0	00	12		105/14	"	00	02.0	00	05
	124/2	"	00	02.0	00	05		105/9	"	00	01.0	00	02
	124/3	"	00	02.5	00	06		107/8	"	00	00.5	00	01
	124/4	"	00	00.5	00	01		107/7	"	00	11.0	00	27
	123/2	"	00	00.5	00	01		107/2	"	00	01.5	00	04
	123/3	"	00	02.0	00	05		107/6	"	00	03.5	00	09
	123/4	"	00	02.5	00	06		107/5	"	00	06.0	00	15
	123/5	"	00	03.5	00	09		141/3	"	00	04.0	00	10
	123/6	"	00	02.5	00	06		141/1	"	00	00.5	00	01
	122/19	"	00	08.0	00	20		141/2	"	00	01.0	00	03
	120/2	"	00	03.0	00	07		141/5	"	00	06.5	00	16
	120/1	"	00	01.0	00	03		141/6	"	00	02.0	00	05
	120/3	"	00	02.5	00	06		158/	"	00	23.0	00	57
	120/4	"	00	01.0	00	03		150/1	"	00	02.0	00	05
	120/5	"	00	01.0	00	03		159/25	"	00	00.5	00	01
	120/6	"	00	00.5	00	01		159/24	"	00	06.5	00	16
	120/8	"	00	00.5	00	01		159/23	"	00	00.5	00	01
	101/18	"	00	00.5	00	01		159/22	"	00	00.5	00	01
	101/19	"	00	03.0	00	08		159/19	"	00	01.0	00	03
	101/20	"	00	03.0	00	08		159/18	"	00	01.0	00	02
	101/21	"	00	06.0	00	15		159/20	"	00	03.0	00	08
	101/39	"	00	00.5	00	01		159/13	"	00	03.0	00	07
	101/38	"	00	05.5	00	13		159/14	"	00	01.0	00	02
	102/45	"	00	00.5	00	01		159/11	"	00	01.5	00	04
	102/44	"	00	02.5	00	06		159/10	"	00	03.0	00	08
	102/43	"	00	02.0	00	05		159/9	"	00	02.5	00	06
	102/14	"	00	00.5	00	01		159/8	"	00	01.0	00	03
	102/15	"	00	03.5	00	09		159/7	"	00	00.5	00	01
	102/42	"	00	01.0	00	02		160/22	"	00	01.5	00	04
	102/13	"	00	00.5	00	01		160/25	"	00	05.0	00	12
	102/16	"	00	01.0	00	02		160/20	"	00	00.5	00	01
	102/17	"	00	02.0	00	05		160/19	"	00	01.5	00	04
	102/18	"	00	01.5	00	04		160/18	"	00	02.0	00	05
	102/19	"	00	02.0	00	05		160/12	"	00	01.0	00	03
	102/20	"	00	05.5	00	13		160/9	"	00	01.5	00	04
	102/21	"	00	03.0	00	08		160/10	"	00	00.5	00	01
	102/9	"	00	01.0	00	02		162/8	"	00	11.5	00	28
	102/8	"	00	03.0	00	08		162/9	"	00	00.5	00	01
	102/22	"	00	00.5	00	01		162/7	"	00	06.0	00	15
	102/23	"	00	00.5	00	01		162/6	"	00	00.5	00	01
								162/5	"	00	01.5	00	04

1	2	3	4	5	6	1	2	3	4	5	6		
पापम्बा	162/4	भाप	00	04.5	00	11	मामिडिपालेम (संतत्)	81/52	भाप	00	00.5	00	01
संतपालेम	162/41	"	00	07.0	00	17		86/20	"	00	02.5	00	06
(संतत्)	162/42	"	00	00.5	00	01		86/7	"	00	00.5	00	01
	162/43	"	00	00.5	00	01		86/19	"	00	01.1	00	04
								86/18	"	00	01.5	00	04
मामिडिपालेम	64/46	"	00	01.0	00	02		86/16	"	00	01.0	00	02
	64/45	"	00	01.0	00	02		86/10	"	00	03.0	00	08
	64/44	"	00	02.5	00	06		86/14	"	00	03.0	00	08
	64/47	"	00	00.5	00	01		86/13	"	00	00.5	00	01
	64/52	"	00	10.5	00	26		86/12	"	00	01.0	00	02
	64/43	"	00	03.0	00	08		86/11	"	00	02.5	00	06
	64/42	"	00	01.0	00	02		87/69	"	00	01.0	00	02
	65/22	"	00	01.5	00	04		87/70	"	00	00.5	00	01
	65/21	"	00	04.5	00	11		87/76	"	00	08.0	00	20
	65/17	"	00	02.0	00	05		87/75	"	00	04.0	00	10
	65/20	"	00	01.5	00	04		87/74	"	00	02.5	00	06
	65/18	"	00	03.5	00	09		87/80	"	00	03.0	00	08
	65/7	"	00	01.5	00	04		101/3	"	00	14.0	00	34
	65/8	"	00	03.0	00	08		104/1	"	00	08.0	00	20
	65/10	"	00	03.0	00	08		104/2	"	00	05.0	00	14
	65/11	"	00	00.5	00	01		131/3	"	00	01.5	00	03
	78/21	"	00	00.5	00	01		131/9	"	00	04.0	00	10
	78/22	"	00	00.5	00	01		131/7	"	00	03.0	00	08
	78/20	"	00	01.5	00	04		131/4	"	00	09.0	00	22
	78/19	"	00	01.5	00	04		13/11	"	00	14.0	00	34
	78/18	"	00	00.5	00	01		131/15	"	00	03.5	00	09
	78/8	"	00	03.0	00	08		131/16	"	00	02.5	00	06
	78/7	"	00	01.5	00	04		131/17	"	00	01.5	00	04
	78/6	"	00	00.5	00	01		131/21	"	00	01.5	00	04
	78/5	"	00	02.5	00	06		131/22	"	00	04.5	00	11
	78/9	"	00	00.5	00	01		131/23	"	00	11.5	00	28
	78/4	"	00	00.5	00	01		131/24	"	00	00.5	00	01
	78/3	"	00	01.5	00	04		132/10	"	00	02.0	00	05
	78/2	"	00	02.0	00	05		132/18	"	00	01.0	00	02
	78/1	"	00	00.5	00	01		132/16	"	00	01.0	00	02
	79/36	"	00	02.0	00	05		132/17	"	00	02.5	00	06
	79/37	"	00	02.0	00	05		132/19	"	00	14.0	00	35
	79/38	"	00	01.0	00	02		130/2	"	00	02.5	00	06
	79/28	"	00	00.5	00	01		130/1	"	00	05.0	00	13
	79/27	"	00	01.0	00	03		135/12	"	00	06.0	00	15
	79/25	"	00	01.0	00	03		135/13	"	00	03.5	00	09
	82/28	"	00	00.5	00	01		135/19	"	00	05.5	00	13
	82/27	"	00	01.0	00	02		186/8	"	00	03.5	00	09
	82/26	"	00	02.0	00	05		186/30	"	00	02.0	00	05
	82/24	"	00	00.5	00	01		186/9	"	00	00.5	00	01
	82/23	"	00	06.0	00	15		186/24	"	00	06.0	00	15
	82/22	"	00	01.0	00	02		186/25	"	00	03.5	00	09
	82/5	"	00	05.0	00	12		186/26	"	00	02.0	00	05
	82/4	"	00	02.0	00	05		186/27	"	00	01.0	00	03
	82/3	"	00	00.5	00	01		186/28	"	00	01.0	00	03
	82/6	"	00	00.5	00	01		186/29	"	00	02.0	00	05
	82/7	"	00	02.5	00	06		187/1	"	00	03.0	00	07
	82/8	"	00	00.5	00	01		187/2	"	00	00.5	00	01

1	2	3	4	5	6	1	2	3	4	5	6
मामिडिपालेम (संततु)	187/3 भाग 00	01.0	00	02		मामिडिपालेम (संततु)	104/1ए " भाग	00	10.0	00	25
	185/26 " 00	00.5	00	01			104/1 बी "	00	03.5	00	21
	185/28 " 00	00.5	00	01			104/1सी "	00	03.0	00	08
	185/29 " 00	00.5	00	01			104/1 डी "	00	02.5	00	06
	185/25 " 00	02.5	00	06			104/1 ई "	00	03.0	00	20
	185/24 " 00	01.5	00	04			47/1 बी "	00	00.5	00	01
	185/30 " 00	03.0	00	07			47/2 "	00	16.0	00	40
	185/21 " 00	00.5	00	01			47/3 "	00	02.0	00	05
	185/20 " 00	03.5	00	09			47/4 "	00	24.5	00	61
	185/12 " 00	02.5	00	06			45/ "	00	16.0	00	40
	185/19 " 00	00.5	00	01			44/1 "	00	16.0	00	40
	185/18 " 00	01.5	00	04			29/1 "	00	02.0	00	05
	185/17 " 00	05.5	00	13			29/2 "	00	05.0	00	12
	185/16 " 00	02.5	00	06			30/1 "	00	00.5	00	01
	165/3 " 00	01.0	00	03			30/2ए "	00	07.0	00	17
	165/2 " 00	03.5	00	09			30/2 बी "	00	17.0	00	42
	165/1 " 00	04.0	00	10			15/बी	00	03.0	00	07
	169/10 " 00	02.5	00	06			15/9 "	00	03.0	00	07
	169/9 " 00	01.5	00	04			16/2 "	00	06.5	00	16
	169/7 " 00	02.0	00	05			17/1 "	00	05.5	00	14
	169/6 " 00	01.5	00	05			17/2 "	00	02.5	00	06
	169/3 " 00	04.5	00	11			18/1ए "	00	03.0	00	08
	169/2 " 00	03.0	00	08			18/2ए "	00	01.5	00	04
	169/1 " 00	04.0	00	10			32/7 "	00	08.0	00	20
	168/4 " 00	01.0	00	03			33/4 "	00	14.0	00	35
	168/1 " 00	02.0	00	05			33/5 "	00	03.0	00	07
	167/1 " 00	01.0	00	03			33/7 "	00	01.0	00	02
	170/10 " 00	03.0	00	07			33/8 "	00	00.5	00	01
	170/9 " 00	02.5	00	06							
	170/8 " 00	05.5	00	13		तमरनकुडि	2/2 "	00	01.0	00	03
	170/7 " 00	02.0	00	05			3/1 "	00	03.0	00	08
	170/6 " 00	02.0	00	05			9/6 "	00	26.00	00	64
	170/4 " 00	01.0	00	03			9/7 "	00	18.0	00	45
	170/3 " 00	00.5	00	01			9/8 "	00	05.0	00	12
	170/2 " 00	03.5	00	09			35/1 " 4	00	56.0	01	38
	170/1 " 00	01.0	00	03			29/1 "	00	07.5	00	18
	160/ " 00	28.5	00	71			29/2 "	00	12.5	00	33
	203/ " 00	05.0	00	12			28/1 "	00	12.0	00	32
							28/2 "	00	00.5	00	01
							28/4 "	00	07.5	00	19
							28/5 "	00	01.0	00	03
							28/7 "	00	02.5	00	06
							27/1 "	00	03.0	00	08
							27/2 "	00	02.5	00	06
							27/3 "	00	03.0	00	08
							27/4 "	00	4.0	00	10
							28/1 "	00	00.5	00	01
							26/2 "	00	14.0	00	34
							84/1 "	00	03.5	00	09
							84/2 "	00	09.5	00	01
							84/7 "	00	07.5	00	13
							84/8 "	00	01.5	00	04
							84/0 "	00	02.5	00	06
मामिडिपालेम (संततु)	108/1 " 00	12.0	00	30							
	108/2 " 00	07.5	00	19							
	108/3 " 00	09.0	00	22							
	108/4 " 00	07.5	00	18							
	108/5 " 00	13.0	00	32							
	105/2 " 00	08.0	00	20							
	105/5ए " 00	05.0	00	12							
	105/10ए भाग 00	06.0	00	15							
	102/2ए " 00	13.5	00	33							
	102/2बी " 00	02.0	00	05							
	102/2सी पूरा 00	01.0	00	02							
	102/2सी भाग 00	04.0	00	10							
	102/1आई " 00	04.0	00	10							
	102/1 ई " 00	04.0	00	10							
	102/1एच " 00	04.0	00	10							

1	2	3	4	5	6	1	2	3	4	5	6
नगरपालिका (संज्ञा)	84/11 भाग	00	02.0	03	05	जयन्तपुरम (संज्ञा)	86/30 भाग	00	02.5	00	06
	84/12 "	00	02.0	00	05		86/31 "	00	03.5	00	01
	84/13 "	00	01.0	02	03		86/2 "	00	07.0	00	17
	84/14 "	00	01.0	00	03		83/3 "	00	00.5	00	01
	84/18 "	00	02.5	00	02		85/2 "	00	04.0	00	12
	86/1 "	00	04.0	00	10		85/17 "	00	03.5	00	09
	86/6 "	00	03.0	00	08		85/18 "	00	03.5	00	09
	86/7 "	00	02.5	00	06		84/19 "	00	00.5	00	01
	85/5 "	00	01.0	00	03		83/2 "	00	01.0	00	03
	85/6 "	00	04.5	00	11		83/30 "	00	01.0	00	03
	85/12 "	00	03.5	00	13		82/37 "	00	01.0	00	03
	85/13 "	00	02.0	00	05		83/17 "	00	01.0	00	03
	86/13 "	00	03.0	00	03		83/4 "	00	05.5	00	10
	86/16 "	00	02.5	00	06		83/5 "	00	02.5	00	06
	86/17 "	00	01.0	00	03		83/18 "	00	01.5	00	04
	86/32 "	00	01.0	00	03		82/3 "	00	01.0	00	02
	86/31 "	00	03.0	00	08		82/2 "	00	07.0	00	17
	86/33 "	00	02.5	00	06		82/1 "	00	06.0	00	15
	86/34 "	00	06.0	00	15		81/3 "	00	03.5	00	00
	87/3 "	00	06.0	00	15		81/4 "	00	01.0	00	01
	87/4 "	00	01.0	00	03		81/5 "	00	02.0	00	00
	87/2 "	00	00.5	00	01		102/130 "	00	00.5	00	01
	88/5 "	00	08.0	00	20		102/107 "	00	03.5	00	13
	88/7 "	00	10.0	00	25		102/98 "	00	04.0	00	10
	88/8 "	00	11.5	00	29		109/230 "	00	03.0	00	00
	90/11 "	00	02.0	00	05		102/13 "	00	03.5	00	00
	91/15 "	00	31.0	00	76		102/15 "	00	00.5	00	01
	91/14 "	00	19.5	00	43		102/14 "	00	03.5	00	00
	92/12 "	00	21.5	00	53		102/16 "	00	01.5	00	04
	93/11 "	00	15.0	00	37		102/170 "	00	01.0	00	03
	93/2 "	00	03.0	00	09		102/171 "	00	04.0	00	10
	94/3 "	00	15.0	00	37		102/172 "	00	03.0	00	07
	94/4 "	00	04.0	00	10		102/173 "	00	08.5	00	16
	92/4 "	00	06.0	00	15		102/174 "	00	09.5	00	01
	92/3 "	00	03.5	00	09		102/175 "	00	01.5	00	01
	57/30 "	00	00.5	00	01		39/17 "	00	07.5	00	17
	57/3 "	00	03.5	00	09		29/3 "	00	07.0	00	18
	57/9 "	00	01.0	00	02		39/1 भाग	00	00.5	00	11
	57/6 "	00	03.0	00	12		101/23 "	00	05.5	00	13
	57/7 "	00	00.5	00	04		101/36 "	00	07.5	00	13
							101/38 "	00	00.5	00	01
जयन्तपुरम (संज्ञा)	57/30 भाग	00	05.5	00	13		101/35 "	00	02.0	00	05
	57/13 "	00	01.0	00	02		101/31 "	00	01.0	00	02
	60/9 "	00	00.5	00	01		101/33 "	00	00.5	00	01
	58/ "	00	11.0	00	27		101/32 "	00	05.0	00	12
	59/2 "	00	08.0	00	20		101/31 "	00	02.0	00	05
	59/130 "	00	17.0	00	42		101/26 "	00	00.5	00	01
	59/131 "	00	01.0	00	02						
	86/67 "	00	00.5	00	01	वायव्यापालिका	12/24 "	00	02.0	00	05
	86/5 "	00	10.5	00	20		12/25 "	00	01.5	00	04
	86/30 "	00	01.5	00	04		12/23 "	00	03.0	00	07
	86/77 "	00	00.5	00	01		12/22 "	00	01.0	00	02
	86/78 "	00	04.0	00	10		12/21 "	00	02.0	00	05
	86/40 "	00	01.0	00	02		12/20 "	00	01.0	00	02

1	2	3	4	5	6
पापगुणापात (संतत)	12/19 म ग	00	03.5	00	09
	12/18 "	00	02.0	00	05
	12/14 "	00	00.5	00	01
	13/1 "	00	05.0	00	12
	13/2 "	00	06.0	00	15
	13/3 "	00	05.0	00	12
	13/4 "	00	03.0	00	08
कूट्टम	0.2 "	00	43.0	08	42
	61/2 सी "	00	01.0	00	03
	61/2 बी भाग	00	10.0	00	25
	61/2 ए "	00	05.5	00	14
	61/7 "	00	24.0	00	59
	61/14 "	00	02.0	00	05
	61/12 "	00	08.5	00	21
	61/13 "	00	13.0	00	32
	26/2 "	00	21.0	00	52
	26/1 "	00	05.0	00	13
	26/3 ए "	00	37.0	00	92
	32/3 "	00	14.0	00	34
	32/4 ए "	00	03.5	00	09
	32/4 बी "	00	21.5	00	53
	19/3 ए "	00	07.5	00	19
	18/5 "	00	01.0	00	03
	18/3 ई "	00	16.0	00	40
	18/3 एफ "	00	05.5	00	16
	18/8 बी "	00	01.5	00	04
	18/8 एफ "	00	07.0	00	17
	18/10 ए "	00	04.0	00	10
	18/9 बी "	00	00.5	00	01
	18/10 बी "	00	07.5	00	18
	18/9 सी "	00	05.0	00	12
	285/16 ई "	00	05.0	00	12
	285/16 सी "	00	00.5	00	01
	8/36 "	00	01.0	00	03
	8/35 भाग	00	00.5	00	01
	286/29 "	00	00.5	00	01
	286/33 ए "	00	01.5	00	04
	286/31 "	00	01.0	00	03
	286/32 बी "	00	01.0	00	03
	286/33 "	00	00.5	00	01
	7/5 बी "	00	00.5	00	01
	7/5 ए "	00	02.5	00	05
	7/5 बी "	00	00.5	00	01
	7/1 बी बी "	00	04.0	00	10
	7/1 बी बी "	00	00.5	00	01
	7/1 बी बी भाग	00	02.0	00	05
	7/1 बी एफ "	00	01.0	00	03
	7/1 बी डी "	00	05.0	00	12
	7/1 बी ई "	00	01.5	00	04
	7/1 बी एन "	00	01.5	00	04
	7/1 बी एम "	00	03.0	00	08
	7/7 ए "	00	00.5	00	01
	7/1 बी सी "	00	05.5	00	14
	7/1 बी बी "	00	02.5	00	06

कूट्टम (संतत)	7/1बी/आई भाग	00	01.5	00	04
	7/1बी/के "	00	00.5	00	01
	7/1ए/एक्स "	00	01.0	00	02
	7/1ए/वाई "	00	03.0	00	08
	7/1ए/डब्ल्यू "	00	04.5	00	11
	7/1बी/सी "	00	00.5	00	01
	7/1ए/सी "	00	02.0	00	05
	7/1ए/पी "	00	00.5	00	01
	7/1बी/सी "	00	03.5	00	09
	7/1/आई "	00	03.0	00	08
	7/1/डैड "	00	03.0	00	07
	7/1ए/ए "	00	01.0	00	03
	7/1/एक्स "	00	03.0	00	07
	7/1/जे "	00	02.0	00	05
	7/1/एडब्ल्यू "	00	01.5	00	04
	7/1/डी "	00	00.5	00	01
	7/1/टी "	00	03.0	00	07
	7/1/बी "	00	01.0	00	02
	7/1/एस "	00	02.0	00	05
	7/1/आर "	00	02.0	00	05
	7/1/क्यू भाग	00	07.5	00	19
	7/1/पी "	00	05.5	00	13
	7/1/ओ "	00	04.0	00	10
	7/2 "	00	03.0	00	07
	7/3 "	00	04.5	00	11
	7/4 "	00	01.5	00	04

[फाइल सं. भा-3 015/11/95-ओआर-II]

के. ए. कटोन, अवर सचिव

New Delhi, 22nd November, 1995

S.O. 3128.—Whereas, it appears in the Central Government that it is necessary in the public interest that for the transport of petroleum products from Visakhapatnam to Vijayawada in the State of Andhra Pradesh through VISAKHA-VIJAYAWADA pipeline should be laid by the Hindustan Petroleum Corporation Limited.

And whereas, it appears that for the purpose of laying the said pipeline it is necessary to acquire the right of user in the land described in the schedule annexed hereto :

Now, therefore, in exercise of the powers conferred by sub section (1) of the section 3 of the Petroleum & Minerals Pipelines (Acquisition of Right of user in the land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the Right of user therein;

Any person interested in the land described in the said Schedule may within 21 days from the date on which the copies of the notification, as published in the Gazette of India, are made available to the general public, object in writing



to the acquisition of the right of user therein or laying of the pipeline under the land to the Competent Authority, Visakha-Vijayawada Pipeline Project, Hindustan Petroleum Corporation Limited, L. No. 7-20-7, Plot No. 1; Kirlampudi Layout, Visakhapatnam -530 023, Andhra Pradesh.

## SCHEDULE

Visakha-Vijayawada Pipeline Project

Hindustan Petroleum Corporation Limited

Mandal: Anakapalli District: Visakhapatnam State :  
Andhra Pradesh

Name of Village	Survey No./ Sub Division	AREA			
		Hec	Are	Acres	Cts
1	2	3	4	5	6
Kondapalem	33/8 Part	00	03.5	00	09
	33/7 "	00	13.0	00	32
	34/2 "	00	20.0	00	50
	23/2 "	00	01.5	00	04
	23/1B, "	00	02.5	00	06
	23/1A "	00	03.5	00	09
	32/17 "	00	02.5	00	06
	32/16 "	00	04.5	00	11
	25/27 "	00	05.0	00	12
	25/14 "	00	01.0	00	02
	25/13 Full	00	04.0	00	10
	25/12 Part	00	00.5	00	01
	25/11 "	00	07.5	00	18
	25/10 "	00	03.0	00	07
	25/9 "	00	02.0	00	05
	25/2 "	00	04.0	00	10
	25/1 "	00	05.0	00	12
	11/3 "	00	00.5	00	01
	11/2 "	00	05.5	00	14
	10/14 "	00	02.0	00	05
	10/15 "	00	07.5	00	18
	10/13 "	00	14.0	00	34
	10/5 "	00	01.0	00	02
	2/2 "	00	03.0	00	08
Papayya Santapalem	64/2 "	00	04.5	00	11
	64/1 Part	00	01.0	00	02
	66/41 "	00	03.5	00	09
	66/10 "	00	00.5	00	01
	66/16 "	00	00.5	00	01
	66/17 "	00	02.0	00	05
	66/21 "	00	05.0	00	12
	66/20 "	00	01.0	00	02
	66/22 "	00	04.5	00	11
	66/24 "	00	01.0	00	02
	66/25 "	00	00.5	00	01
	66/13 "	00	05.0	00	12
	66/26 "	00	00.5	00	01
	66/23 "	00	00.5	00	01
	69/6 "	00	02.0	00	05
	69/5 "	00	03.0	00	08
	69/7 "	00	00.5	00	01
	69/8 "	00	01.5	00	04
	69/4 "	00	00.5	00	01
	69/9 "	00	02.5	00	06
	69/26 "	00	00.5	00	01

1	2	3	4	5	6
Papayya Santapalem (Contd.)	69/25 Part	00	02.0	00	05
	69/20 "	00	01.5	00	04
	69/10 "	00	00.5	00	01
	69/11 "	00	00.5	00	01
	69/19 "	00	02.5	00	05
	69/13 Part	00	00.5	00	01
	69/17 "	00	00.5	00	01
	69/16 "	00	01.0	00	02
	69/15 "	00	01.0	00	03
	69/18 "	00	01.5	00	04
	69/21 "	00	00.5	00	01
	124/1 "	00	05.0	00	12
	124/2 "	00	02.0	00	05
	124/3 "	00	02.5	00	06
	124/4 "	00	00.5	00	01
	123/2 "	00	00.5	00	01
	123/3 "	00	02.0	00	05
	123/1 "	00	02.5	00	06
	123/5 "	00	03.5	00	09
	123/6 "	00	02.5	00	06
	122/19 "	00	08.0	00	20
	120/2 "	00	03.0	00	07
	120/1 "	00	01.0	00	03
	120/3 "	00	02.5	00	06
	120/4 "	00	01.0	00	03
	120/5 "	00	01.0	00	03
	120/6 "	00	00.5	00	01
	120/8 "	00	00.5	00	01
	101/18 "	00	00.5	00	01
	101/19 "	00	03.0	00	08
	101/20 Part	00	03.0	00	08
	101/21 "	00	06.0	00	15
	101/39 "	00	00.5	00	01
	101/38 "	00	05.5	00	13
	102/45 "	00	00.5	00	01
	102/44 "	00	02.5	00	06
	102/43 "	00	02.0	00	05
	102/14 "	00	00.5	00	01
	102/15 "	00	03.5	00	09
	102/42 "	00	01.0	00	02
	102/43 "	00	00.5	00	01
	102/16 "	00	01.0	00	02
	102/17 "	00	02.0	00	05
	102/18 "	00	01.5	00	04
	102/19 "	00	02.0	00	05
	102/20 "	00	05.5	00	13
	102/21 "	00	03.0	00	08
	102/9 "	00	01.0	00	02
	102/8 "	00	03.0	00	08
	102/22 "	00	00.5	00	01
	102/23 "	00	00.5	00	01
	102/24 "	00	03.0	00	07
	102/25 "	00	01.5	00	01
	102/26 "	00	01.5	00	04
	102/27 "	00	02.5	00	06
	102/30 Part	00	00.5	00	01
	105/20 "	00	00.5	00	01
	105/19 "	00	02.5	00	06
	105/18 "	00	01.0	00	02
	105/17 "	00	04.5	00	11
	105/16 "	00	02.0	00	05
	105/12 "	00	00.5	00	01
	105/13 "	00	01.0	00	02
	105/15 "	00	00.5	00	01

1	2	3	4	5	6	1	2	3	4	5	6
Parayya	105/14 Part	00	02.0	00	05	Mamidiipalem	78/19 Part	00	01.5	00	01
Santapalem	105/9 "	00	01.0	00	02	(Contd.)	78/18 "	00	00.5	00	01
(Contd.)	107/8 "	00	00.5	00	01		78/8 "	00	03.0	00	08
	107/7 "	00	11.0	00	27		78/7 "	00	01.5	00	04
	107/2 "	00	01.5	00	04		78/6 "	00	00.5	00	01
	107/6 "	00	03.5	00	09		78/5 "	00	02.5	00	03
	107/5 "	00	06.0	00	15		78/9 "	00	00.5	00	01
	141/3 "	00	04.0	00	10		78/4 "	00	00.5	00	01
	141/1 "	00	00.5	00	01		78/3 "	00	01.5	00	04
	141/2 "	00	01.0	00	03		78/2 "	00	02.0	00	05
	141/5 "	00	06.5	00	16		78/1 "	00	00.5	00	01
	141/6 "	00	02.0	00	05		79/36 "	00	02.0	00	05
	158/ "	00	23.0	00	57		79/37 "	00	02.0	00	05
	150/1 "	00	02.0	00	05		79/38 "	00	01.0	00	02
	159/25 "	00	00.5	00	01		79/28 "	00	00.5	00	01
	159/24 "	00	06.5	00	16		79/27 "	00	01.0	00	03
	159/23 "	00	00.5	00	01		79/25 "	00	01.0	00	03
	159/22 "	00	00.5	00	01		82/28 "	00	00.5	00	01
	159/19 "	00	01.0	00	03		82/27 "	00	01.0	00	02
	159/18 "	00	01.0	00	02		82/26 "	00	02.0	00	05
	159/20 "	00	03.0	00	08		82/24 "	00	00.5	00	01
	159/13 "	00	03.0	00	07		82/23 "	00	06.0	00	15
	159/14 "	00	01.0	00	02		82/22 "	00	01.0	00	02
	159/11 "	00	01.5	00	04		82/5 "	00	05.0	00	12
	159/10 "	00	03.0	00	08		82/4 "	00	02.0	00	05
	159/9 "	00	02.5	00	05		82/3 "	00	00.5	00	01
	159/8 "	00	01.0	00	03		82/3 "	00	00.5	00	01
	159/7 "	00	00.5	00	01		82/6 "	00	00.5	00	01
	160/22 "	00	01.5	00	04						
	160/25 "	00	05.0	00	12		82/7 "	00	02.5	00	06
	160/20 "	00	00.5	00	01		8 / 8 "	00	00.5	00	01
	160/19 "	00	01.5	00	04		81/52 "	00	00.5	00	01
	160/18 "	00	02.0	00	05		86/20 "	00	02.5	00	05
	160/12 "	00	01.0	00	03		86/7 "	00	00.5	00	01
	160/9 "	00	01.5	00	04		86/19 "	00	01.5	00	04
	160/10 "	00	00.5	00	01		86/18 "	00	01.5	00	04
	162/8 "	00	11.5	00	28		86/16 "	00	01.0	00	02
	162/9 "	00	00.5	00	01		86/10 "	00	03.0	00	08
	162/7 "	00	06.0	00	15		86/14 "	00	03.0	00	08
	162/6 "	00	00.5	00	01		86/13 "	00	00.5	00	01
	162/5 "	00	01.5	00	04		86/12 "	00	01.0	00	02
	162/4 "	00	04.5	00	11		86/11 "	00	02.5	00	06
	162/41 "	00	07.0	00	17		87/69 "	00	01.0	00	02
	162/42 "	00	00.5	00	01		87/70 "	00	00.5	00	01
	162/43 "	00	00.5	00	01		87/76 "	00	03.0	00	20
							87/75 "	00	04.0	00	10
Mamidiipalem	64/46 "	00	01.0	00	02		87/74 "	00	02.5	00	06
	64/45 "	00	01.0	00	02		87/80 "	00	03.0	00	08
	64/44 "	00	02.5	00	06		101/3 "	00	14.0	00	34
	64/47 "	00	00.5	00	01		104/1 "	00	08.0	00	20
	64/52 "	00	10.5	00	26		104/2 "	00	05.5	00	14
	64/43 "	00	03.0	00	08		131/8 "	00	01.5	00	03
	64/42 "	00	01.0	00	02		131/9 "	00	01.0	00	10
	65/22 "	00	01.5	00	04		131/7 "	00	02.5	00	08
	65/21 "	00	04.5	00	11		131/4 Part	00	09.0	00	22
	65/17 "	00	02.0	00	05		131/11 "	00	14.0	00	34
	65/20 "	00	01.5	00	04		131/15 "	00	02.5	00	09
	65/18 "	00	03.5	00	09		131/16 "	00	02.5	00	06
	65/7 "	00	01.5	00	04		131/17 "	00	01.5	00	04
	65/8 "	00	03.0	00	08		131/21 "	00	01.5	00	04
	65/10 "	00	03.0	00	08		131/22 "	00	04.5	00	11
	65/11 "	00	00.5	00	01		131/23 "	00	11.5	00	28
	78/21 "	00	00.5	00	01		131/24 "	00	00.5	00	01
	78/22 "	00	00.5	00	01		132/10 "	00	02.0	00	05
	78/20 "	00	01.5	00	04		132/18 "	00	01.0	00	02

1	2	3	4	5	6	1	2	3	4	5	6
Mamri ipakm (Contd.)	132/16 Part	00	01.0	00	02	Allikandupakm —(Contd.)	105/10A Part	00	06.0	00	15
	132/17 "	00	02.5	00	06		102/2A "	00	13.5	00	33
	132/19 "	00	14.0	00	35		102/2B "	00	02.0	00	05
	130/2 "	00	02.5	00	06		102/2C Full	00	01.0	00	02
	130/1 "	00	05.5	00	13		102/2D Part	00	04.0	00	10
	135/12 "	00	06.0	00	15		102/1I "	00	04.0	00	10
	135/13 "	00	03.5	00	09		102/1E "	00	04.0	00	10
	135/19 "	00	05.5	00	13		102/1H "	00	04.0	00	10
	186/8 "	00	03.5	00	09		104/1A "	00	10.0	00	25
	186/30 "	00	02.0	00	05		104/1B "	00	08.5	00	21
	186/9 "	00	00.5	00	01		104/1C "	00	03.0	00	08
	186/24 "	00	06.0	00	15		104/1D "	00	01.5	00	06
	186/25 "	00	03.5	00	09		104/1E "	00	08.0	00	20
	186/26 "	00	02.0	00	05		47/1B "	00	00.5	00	01
	186/27 "	00	01.0	00	03		47/2 "	00	10.0	00	40
	186/28 "	00	01.0	00	03		47/3 "	00	01.0	00	05
	186/29 "	00	02.0	00	05		47/4 "	00	24.5	00	61
	187/1 "	00	03.0	00	07		45/ "	00	10.0	00	40
	187/2 "	00	00.5	00	01		44/1 "	00	16.0	00	40
	187/3 "	00	01.0	00	02		29/1 "	00	02.0	00	05
	185/26 "	00	00.5	00	01		29/2 "	00	05.0	00	12
	185/28 "	00	00.5	00	01		30/1 "	00	00.5	00	01
	185/29 "	00	00.5	00	01		30/2A "	00	07.0	00	17
	185/25 "	00	02.5	00	06		3/2B "	00	17.0	00	42
	185/24 "	00	01.5	00	04		15/8 "	00	01.0	00	07
	185/30 "	00	03.0	00	07		15/9 Part	00	03.0	00	07
	185/21 "	00	00.5	00	01		16/2 "	00	06.5	00	16
	185/20 "	00	03.5	00	09		17/1 "	00	05.5	00	14
	185/12 "	00	02.5	00	06		17/2 "	00	02.5	00	06
	185/19 "	00	00.5	00	01		18/1A "	00	03.0	00	08
	185/18 "	00	01.5	00	04		18/2A "	00	01.5	00	04
	185/17 "	00	05.5	00	13		32/7 "	00	08.0	00	20
	185/16 "	00	02.5	00	06		33/4 "	00	14.0	00	35
	165/3 "	00	01.0	00	03		33/5 "	00	03.0	00	07
	162/2 "	00	03.5	00	09		33/7 "	00	01.0	00	02
	165/1 "	00	04.0	00	10		33/8 "	00	00.5	00	01
	169/10 "	00	02.5	00	06	Tagarampudi	2/2 "	00	01.0	00	03
	169/9 "	00	01.5	00	04		3/1 "	00	03.0	00	08
	169/7 "	00	02.0	00	05		9/6 "	00	20.0	00	64
	169/6 "	00	01.5	00	05		9/7 "	00	18.0	00	45
	169/3 "	00	04.5	00	11		9/8 "	00	05.0	00	12
	169/2 "	00	03.0	00	08		35/1TO4 "	00	50.0	01	38
	169/1 "	00	04.0	00	10		29/1 "	00	07.5	00	18
	168/4 "	00	01.0	00	03		29/2 "	00	12.5	00	33
	168/1 "	00	02.0	00	05		28/1 "	00	12.0	00	32
	167/1 "	00	01.0	00	03		28/2 "	00	06.5	00	01
	170/10 "	00	03.0	00	07		28/4 "	00	07.5	00	19
	170/9 "	00	02.5	00	06		28/5 "	00	01.0	00	03
	170/8 "	00	05.5	00	13		28/7 "	00	02.5	00	06
	170/7 "	00	02.0	00	05	Tagarampudi	27/1 "	00	01.0	00	08
	170/6 "	00	02.0	00	05	—(Contd.)	27/2 Part	00	02.5	00	06
	170/4 "	00	01.0	00	03		27/3 "	00	03.0	00	08
	170/3 "	00	03.5	00	01		27/4 "	00	01.0	00	10
	170/2 "	00	03.5	00	09		26/1 "	00	00.5	00	01
	170/1 "	00	01.0	00	03		26/2 "	00	14.0	00	34
	160/ "	00	28.5	00	71		84/1 "	00	01.5	00	09
	203/ "	00	05.0	00	12		84/2 "	00	00.5	00	01
							84/7 "	00	07.5	00	18
							84/5 "	00	01.5	00	04
							84/10 "	00	02.5	00	06
							84/11 "	00	01.0	00	05
							84/12 "	00	02.0	00	05
							84/13 "	00	01.0	00	03
							84/14 "	00	01.0	00	03
							84/18 "	00	01.5	00	06
							86/1 "	0	04.0	00	10
Allikandupakm	108/1 "	00	12.0	00	30						
	108/2 "	00	07.5	00	19						
	108/3 "	00	09.0	00	22						
	108/4 "	00	07.5	00	18						
	108/5 "	00	13.0	00	32						
	105/2 "	00	08.0	00	20						
	105/5A "	00	05.0	00	12						

1	2	3	4	5	6	1	2	3	4	5	6
Tagarampudi (Contd.)	86/6 Part	00	03.0	00	08	Jaganadhapuram (Contd.)	82/2 Part	00	07.0	00	17
	86/7 "	00	02.5	00	06		82/1 "	00	05.0	00	15
	85/5 "	00	01.0	00	03		81/3 "	00	03.5	00	09
	85/6 "	00	04.5	00	11		81/4 "	00	01.0	00	03
	85/12 "	00	05.5	00	13		81/5 "	00	02.0	00	03
	85/13 "	00	02.0	00	05		102/10G "	00	00.5	00	01
	80/13 "	00	03.0	00	08		102/10H "	00	06.5	00	16
	80/16 "	00	02.5	00	06		102/9D "	00	04.0	00	10
	80/17 "	00	01.0	00	03		102/9C "	00	03.0	00	08
	80/32 "	00	01.0	00	03		102/13 "	00	03.5	00	09
	80/31 "	00	03.0	00	08		102/15 "	00	00.5	00	01
	80/33 "	00	02.5	00	06		102/14 "	00	03.5	00	09
	80/34 "	00	06.0	00	15		102/16 "	00	01.5	00	04
	87/3 "	00	06.0	00	15		102/170 "	00	01.0	00	03
	87/4 "	00	01.0	00	03		102/17K "	00	04.0	00	10
	87/2 "	00	00.5	00	01		102/17I "	00	03.0	00	07
	88/6 "	00	08.0	00	20		102/17C "	00	05.5	00	16
	88/7 "	00	10.0	00	25		102/17B "	00	00.5	00	01
	88/8 "	00	11.5	00	29		102/17A "	00	01.5	00	04
	90/ "	00	02.0	00	05		39/1A "	00	07.0	00	17
	94/15 "	00	31.0	00	76		39/3 "	00	07.5	00	18
	94/14 "	00	19.5	00	48		39/4 "	00	00.5	00	01
	94/12 "	00	21.5	00	53		101/29 "	00	05.5	00	13
	94/11 "	00	15.0	00	37		101/36 "	00	07.5	00	18
	94/2 "	00	03.5	00	09		101/38 "	00	00.5	00	01
	94/3 "	00	15.0	00	37		101/35 "	00	02.0	00	05
	94/4 "	00	04.0	00	10		101/34 "	00	01.0	00	02
	92/4 "	00	06.0	00	15		101/33 "	00	00.5	00	01
	92/3 "	00	03.5	00	09		101/32 "	00	05.0	00	12
							101/31 "	00	02.0	00	05
							101/26 "	00	00.5	00	01
Jaganadhapuram	57/3A "	00	00.5	00	01	Papayypalem	12/24 "	00	02.0	00	05
	57/8 "	00	03.5	00	09		12/25 "	00	01.5	00	04
	57/9 "	00	01.0	00	02		12/23 "	00	03.0	00	07
	57/6 "	00	05.0	00	12		12/22 "	00	01.0	00	02
	57/7 "	00	00.5	00	01		12/21 "	00	02.0	00	05
	57/3B "	00	05.5	00	13		12/20 "	00	01.0	00	02
	57/13 "	00	01.0	00	02		12/19 "	00	03.0	00	09
	60/9 "	00	00.5	00	01		12/18 "	00	02.0	00	05
	58/ "	00	11.0	00	27		12/14 "	00	00.5	00	01
	59/2 "	00	08.0	00	20		13/1 "	00	05.0	00	12
	59/1J "	00	17.0	00	42		13/2 "	00	06.0	00	15
	59/1C "	00	01.0	00	02		13/3 "	00	05.0	00	12
	86/6A "	00	00.5	00	01		13/4 "	00	03.0	00	08
	86/5 "	00	10.5	00	26		O.S.2 "	00	41.0	00	42
	86/4C "	00	01.5	00	04	Kundram	61/2C "	00	01.0	00	03
	86/7A "	00	00.5	00	01		61/2B "	00	10.0	00	25
	86/3A "	00	04.0	00	10		61/2A "	00	05.5	00	14
	86/4B "	00	01.0	00	02		61/7 "	00	24.0	00	59
	86/3B "	00	02.5	00	06		61/14 "	00	02.0	00	05
	86/3C "	00	00.5	00	01		61/12 "	00	03.5	00	21
	86/2 "	00	07.0	00	17		61/13 "	00	13.0	00	32
	85/3 "	00	00.5	00	01		26/2 "	00	21.0	00	52
	85/2 "	00	04.0	00	10		26/1 "	00	05.0	00	13
	85/1A "	00	03.5	00	09		26/3A "	00	37.0	00	92
	85/1B "	00	03.5	00	09		32/3 "	00	14.0	00	34
	84/1A "	00	00.5	00	01		32/4A "	00	03.5	00	09
	83/2 "	00	01.0	00	03		32/4B "	00	21.5	00	53
	83/3B "	00	01.0	00	03		19/3A "	00	07.5	00	19
	83/3A "	00	01.0	00	03		18/5 "	00	01.0	00	03
	83/1A "	00	01.0	00	03		18/3E "	00	16.0	00	40
	83/4 "	00	05.5	00	13		18/3F "	00	05.5	00	16
	83/5 "	00	02.5	00	06		18/8G "	00	01.5	00	04
	83/1B "	00	01.5	00	04						
	82/3 "	00	01.0	00	02						

1	2	3	4	5	6	1	2	3	4	5	6
Kundram (Contd.)	18/81 Part 18/10A .. 18/9B .. 18/10B .. 18/9C .. 285/16D .. 285/16C .. 8/36 .. 8/35 .. 286/29 .. 286/32A .. 286/31 .. 286/32B .. 286/33 .. 7/5G .. 7/5A .. 7/5B .. 7/1B/V .. 7/1B/P .. 7/1B/R .. 7/1B/S .. 7/1B/T .. 7/1B/U .. 7/1B/N .. 7/1B/M .. 7/7/A .. 7/1B/C .. 7/1B/J ..	00 07.0 00 04.0 00 00.5 00 07.5 00 05.0 00 05.0 00 00.5 00 01.0 00 00.5 00 00.5 00 01.5 00 01.0 00 01.0 00 00.5 00 00.5 00 02.5 00 00.5 00 04.0 00 00.5 00 02.0 00 01.0 00 05.0 00 01.5 00 03.0 00 00.5 00 05.5 00 02.5	00 17 00 10 00 01 00 18 00 12 00 12 00 01 00 03 00 01 00 01 00 04 00 03 00 03 00 01 00 01 00 05 00 01 00 10 00 01 00 05 00 03 00 12 00 04 00 08 00 01 00 06			Kundram (Contd.)	7/1B/I Part 7/1B/K .. 7/1A/X .. 7/1A/Y .. 7/1A/W .. 7/1B/B .. 7/1A/V .. 7/1A/E .. 7/1B/C .. 7/1/Y .. 7/1/Z .. 7/1A/A .. 7/1/X .. 7/1/J .. 7/1/W .. 7/1/U .. 7/1/T .. 7/1/V .. 7/1/S .. 7/1/R .. 7/1/Q .. 7/1/P .. 7/1/O .. 7/2 .. 7/3 .. 7/4 ..	00 01.5 00 00.5 00 01.0 00 03.0 00 04.5 00 00.5 00 02.0 00 00.5 00 03.5 00 03.0 00 03.0 00 01.0 00 03.0 00 02.0 00 01.5 00 00.5 00 03.0 00 01.0 00 02.0 00 02.0 00 07.5 00 05.5 00 04.0 00 03.0 00 04.5 00 01.5	00 01 00 01 00 02 00 08 00 11 00 01 00 05 00 01 00 09 00 08 00 07 00 03 00 07 00 05 00 04 00 01 00 07 00 02 00 05 00 05 00 19 00 13 00 10 00 07 00 11 00 04		

[F.No. R-31015/11/95-0R-II]  
K C KATOCH Under Secy

[F.No. R-31015/11/95-OR-II]

K.C. KATOCH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 30 अक्टूबर, 1995

का.मा. 3126.—केन्द्रीय सरकार दंत चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद् से परामर्श करने के पश्चात उक्त अधिनियम की अनुसूची के भाग I में निम्नलिखित और संशोधन करती है, अर्थात् —

उक्त अनुसूची के भाग I में, मनिपाल उच्चतर शिक्षा अकादमी मनिपाल से संबंधित क्रम संख्यांक 40 और उससे संबंधित प्रविष्टियों के

पश्चात, निम्नलिखित क्रम संख्यांक और प्रविष्टियां जोड़ी जाएंगी अर्थात् —

“41 गुलबर्गा विश्वविद्यालय, बैचलर ऑफ डेंटल सर्जरी यह बी.डी.एस”  
गुलबर्गा

अर्हता तब मान्यताप्राप्त दंत गुलबर्गा।

शिक्षिता अर्हता होगी जब

यह 2 नितम्बर, 1993 को या

उसके पश्चात अनुदत्त की

गई हो।

[गं.वी. 12018/1/95-पी एम एस]

च.एन.यादव, अवर सचिव

## MINISTRY OF HEALTH AND FAMILY WELFARE

(Department. of Health)

New Delhi, the 30th October, 1995

S.O. 3129:—In exercise of the powers conferred by sub-section (2), of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in Part I of the Schedule to the said Act, namely :—

In Part I of the said Schedule, after serial number 40 relating to the Manipal Academy of Higher Education, Manipal and the entries relating thereto, the following serial number and entries shall be added, namely:—

“41 Gulbarga University,  
Gulbarga.

Bachelor of Dental Surgery,  
this qualification shall be a  
recognised dental qualification  
when granted on or after 2nd  
September, 1993.

B.D.S.” Gulbarga.

[No. V. 12018/1/95—PMS]  
H.N. YADAV, Under Secy.

जल-मूल्य परिवहन मंत्रालय

(नौवहन पक्ष)

नई दिल्ली, 1 नवम्बर, 1995

का.भा. 3130.—राष्ट्रीय नौवहन मंडल नियम, 1960 के नियम

3 के साथ पठित वाणिज्यिक पोत परिवहन अधिनियम, 1958 (1958

44) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा भारत सरकार जल-मूल्य परिवहन मंत्रालय (नौवहन

पक्ष) की अधिसूचना सं. का.भा.सं. 65 (अ) दिनांक 30-1-1995 में निम्नलिखित और संशोधन करती है अर्थात्—

(1) उक्त अधिसूचना में निम्नलिखित क्रम सं. तथा उगमों में परिवर्तन प्रविष्टि जोड़ी जाएगी—

22 श्री अमीन एम. सिककावाला, पालपोत उद्योग के प्रतिनिधि  
दक्षिण भारतीय पाल-  
पोत उद्योग संघों के  
परिचय के अध्यक्ष

[का.सं. एम एस-18011/2/94-एम एन]

मुन्शी राम, अवर सचिव

## MINISTRY OF SURFACE TRANSPORT

(Shipping Wing)

New Delhi, the 1st November, 1995

S.O. 3130:—In exercise of the powers conferred by Section 4 of the Merchant Shipping Act, 1958 (44 of 1958) read with Rule 3 of the National Shipping Board Rules, 1960, the Government hereby makes the following amendment in the notification of Government of India, Ministry of Surface Transport (Shipping Wing) S.O. No. 65 (E) dated 30-1-1995, namely :—

(i) In the said notification the following S. No. and entry relating thereto shall be inserted, namely:—

22. Shri Amin M. Sikkawala, President

Federation of All India Sailing Vessels  
Industry Associations.

Representative of Sailing Vessels Industry.

[F. No. SS-18011/2/94-S

MUNSHI RAM, Under Secy.

पर्यावरण और वन मंत्रालय

नई दिल्ली, 15 नवम्बर, 1995

का.भा. 3131:—केन्द्रीय सरकार अन्य जीव (संरक्षण) अधिनियम, 1972 की धारा 38-ख की उपधारा (7) के साथ पठित धारा 63 की उपधारा (1) के अन्तर्गत (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय प्राणि उद्यान प्राधिकरण (अधिकारी और अन्य कर्मचारी) अर्थात् नियम, 1994 का संशोधन करने के लिए निम्नलिखित नियम बनाती है, अर्थात् :—

1 (1) इन नियमों का संक्षिप्त नाम केन्द्रीय प्राणि उद्यान प्राधिकरण (अधिकारी और अन्य कर्मचारी) अर्थात् (संशोधन) नियम, 1995 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवक्त होते हैं।

2 केन्द्रीय प्राणि उद्यान प्राधिकरण (अधिकारी और अन्य कर्मचारी) अर्थात् नियम, 1994 की अनुसूची में :—

(क) क्रम सं. 6, 7, 8, 9 और 10 के स्थान 13 में, मद सं. 2 की विद्यमान प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी अर्थात्:—

"2. पर्यावरण और वन मंत्रालय का एक अधिकारी जो उप-सचिव की पदवी से नीचे का न हो",

(ख) सेवाकार के पद से संबंधित क्रम सं. 5 और उससे संबंधित प्रक्रियाओं के पश्चात् निम्नलिखित क्रम सं. और प्रक्रियाओं अंतः स्थापित की जायेगी, अर्थात् :-

## अनुसूची

पद का नाम	पदों की संख्या	वर्गीकरण	वेतनमान	चयन पद अथवा अचयन पद	साथे भर्ती किए जाने वाले व्यक्तियों के लिए आयु-सीमा	सेवा में जोड़े गए वर्षों का प्रायदा केन्द्रीय सिविल सेवा (पेंशन) नियम 1972 के नियम 30 के अधीन अनुशेष है या नहीं
1	2	3	4	5	6	7
"5क. आकड़ा प्रक्रमण 1 * (एफ) (1995) सहायक श्रेणी "क" * कार्यभार के आधार पर परिवर्तन किया जा सकता है ।		समूह "ग"	1600-50-2300-ब. रो.-60-2660 रुपये	लागू नहीं होता	18 से 30 वर्ष के बीच केन्द्रीय सरकार द्वारा जारी किए गए अनुशेषों या आवेशों के अनु- सार सरकारी सेवाओं की दशा में शिथिल करके 40 वर्ष तक (अनुसूचित जाति/अनु- सूचित जनजाति के अभ्यर्थियों के संबंध में 45 वर्ष तक की जा सकती है ) ।	लागू नहीं होता
					टिप्पणी : आयु-सीमा अवधारित करने के लिए निर्णायक तारीख भारत में अभ्यर्थियों से आवेदन प्राप्त करने के लिए नियत की गई अंतिम तारीख होगी (न कि वह अंतिम तारीख जो असम, मेघालय, अरुणाचल प्रदेश, मिजोरम, मणिपुर, नागालैंड, त्रिपुरा, सिक्किम, जम्मू-कश्मीर राज्य के लद्दाख खंड, हिमाचल प्रदेश के लाहौल और स्पीति जिले तथा चम्पा- जिले के पांगी उपखंड, अंदमान और निकोबार द्वीप या लक्षद्वीप के अभ्यर्थियों के लिए बहिष्कृत की गई है) ।	

सीधे भर्ती किए जाने वाले व्यक्तियों के लिए अपेक्षित शैक्षिक सीधे भर्ती किए जाने वाले व्यक्तियों के लिए परीक्षा की अवधि यदि कोई हो और अन्य अर्हताएं विहित आयु और शैक्षिक अर्हताएं प्रोन्नत व्यक्तियों की दशा में लागू होंगी या नहीं।

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आवश्यक :-

लागू नहीं होता

दो वर्ष

- (1) किसी मान्यता प्राप्त विश्वविद्यालय से विज्ञान/गणित/अर्थ-शास्त्र/वाणिज्य/सांख्यिकी के साथ डिग्री।
- (2) किसी मान्यता प्राप्त संस्था से कम्प्यूटर उपयोगन में डिप्लोमा/प्रमाण-पत्र।

आठवीं : कार्यक्रमण तंत्र सक्रिय और विवर्णन में एक वर्ष का अनुभव।

भर्ती की पद्धति भर्ती सीधे होगी या प्रोन्नति द्वारा या प्रतिनियुक्ति/स्थानांतरण द्वारा विभिन्न पद्धतियों द्वारा भरी जाने वाली रिक्तियों की प्रतिशतता

प्रोन्नति/प्रतिनियुक्ति/स्थानांतरण द्वारा भर्ती की दशा में के क्षेत्रों जिनमें प्रोन्नति/प्रतिनियुक्ति/स्थानांतरण किया जाएगा।

11

12

सीधे भर्ती

लागू नहीं होता

टिप्पण : पदधारी के प्रतिनियुक्ति पर स्थानांतरण या लम्बी बीमारी या छुट्टी या किन्हीं अन्य परिस्थितियों में एक वर्ष या उससे अधिक अवधि के लिए बाहर रहने के कारण हुई रिक्तियां केन्द्रीय/राज्य सरकारों/पब्लिक सेक्टर उपक्रमों/स्वशासी निकायों के ऐसे पदाधारियों में से प्रतिनियुक्ति पर स्थानांतरण के आधार पर भरी जा सकेंगी -

- (क) (1) जो नियमित आधार पर सक्षम पद धारण किए हुए हैं या
- (2) जिन्होंने 1400-2300/2600 रुपये या समतुल्य बेलममान वाले पक्षों पर चार वर्ष नियमित सेवा की है और
- (ख) जिनके पास स्तंभ 8 के अधीन सीधे भर्ती किए जाने वाले व्यक्तियों के लिए विहित अर्हताएं हैं।

यदि विभागीय प्रोन्नति समिति है तो उसकी संरचना

भर्ती करने में किन परिस्थितियों में संघ लोक सेवा आयोग से परामर्श किया जाएगा।

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समूह "न" विभागीय प्रोन्नति समिति (पुष्टि के संबंध में विचार करने के लिए)

लागू नहीं होता

1. सदस्य सचिव, केन्द्रीय प्राणि उद्यान प्राधनरण -मध्यक्ष
2. पर्यावरण और वन मंत्रालय से दो अधिकारी जो उप सचिव की पदवित से नीचे के न हों -सदस्य
3. वित्त अधिकारी -सदस्य

[फा सं. 11-10/95-ए डब्ल्यू]]

सर्वेश्वर झा, संयुक्त सचिव

टिप्पण : मूल नियम, भारत के राजपत्र सं. का.भा. 3561 तारीख 31 दिसम्बर 1994 के अधीन प्रकाशित किए गये थे।



## MINISTRY OF ENVIRONMENT AND FORESTS

New Delhi, the 15th November 1995

S.O. 3131.—In exercise of the powers conferred by clause (c) of sub-section (1) of section 63, read with sub-section (7) of section 38B of the Wild Life (Protection) Act, 1972 (53 of 1972), the Central Government hereby makes the following rules to amend the Central Zoo Authority (Officers and Other Employees) Recruitment Rules, 1994, namely :—

1. (i) These rules may be called the Central Zoo Authority Officers and (Other Employees) Recruitment (Amendment) Rules, 1995.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. In the Schedule to the Central Zoo Authority (Officers and Other Employees) Recruitment Rules, 1995;—

(a) in column 13 of serial number 6,7,8, 9 and 10, for the existing entry at item number 2, the following entry shall respectively be substituted, namely :—

“2 An Officer of the Ministry of Environment and Forests not below the rank of Deputy Secretary”;

(b) after serial number 5 relating to the post of Accountant and the entries relating thereto, the following serial number and the entries shall be inserted, namely :—

## SCHEDULE

Name of Post	Number of post	Classification	Scale of pay	Whether selection or Non-Selection Post
1	2	3	4	5
“5A. Data Processing Assistant Grade ‘A’	*1 (One) 1995	Group ‘C’	Rs. 1600-50-2300-EB-60-2660/-.	Not applicable
*Subject to variation dependent on workload.				
Age limit for direct recruits.		Whether benefit of added years of service admissible under rule 30 of the Central Civil Services (Pension) Rules, 1972	Educational and other qualifications required for direct recruits	
6	7	8		
Between 18 and 30 years relaxable upto 40 years (upto 45 years in respect of Scheduled Caste/Scheduled Tribe candidates) in case of Government Servants in accordance with the instructions or orders issued by the Central Government.	Not applicable	Essential —		
Note : The crucial date for determining the age limit shall be the closing date for receipt of applications from candidates in India (and not the closing date prescribed for those in Assam, Meghalaya, Arunachal Pradesh, Mizoram, Manipur, Nagaland, Tripura, Sikkim, Ladakh division of Jammu and Kashmir State, Lahaul Spiti district and Pangti sub-division of Chamba district of Himachal Pradesh, Andaman and Nicobar Islands or Lakshadweep).			(i) Degree of a recognised University with Science/Mathematics/Economics/Commerce/Statistics.	
			(ii) Diploma/Certificate in Computer Application from a recognised institution.	
			Desirable —	
			One year experience in programming, System operations and analysis.	

Whether age and educational qualifications prescribed for direct recruits will apply in the case of promotees.	Period of probation, if any	Method of recruitment whether by direct recruitment or by promotion or by deputation/transfer and percentage of the vacancies to be filled by various methods.
9	10	11
Not applicable	Two years	<p>Direct recruitment</p> <p>Note : Vacancies caused by the incumbent being away on transfer on deputation or long illness or leave or under other circumstances for a period of one year or more, may be filled by transfer on deputation basis from officials of the Central/State Government/Public/Sector Undertakings/Autonomous Bodies;</p> <p>(a)(i) holding analogous post on regular basis or</p> <p>(ii) 7 with 4 years regular service in posts in the scale of 1400-2300/2600 or equivalent; and</p> <p>(b) possessing the qualifications prescribed for direct recruits under column 8.</p>
In case of recruitment by promotion/deputation/transfer, grades from which promotion/deputation/transfer to be made.	If a Departmental Promotion Committee exists, what is its composition.	Circumstances in which Union Public Service Commission is to be consulted in making recruitment.
12	13	14
Not applicable	<p>Group 'C' Departmental Promotion Committee (for considering confirmation) :</p> <ol style="list-style-type: none"> <li>1. Member Secretary, Central Zoo Authority. — Chairman</li> <li>2. Two Officer from the Ministry of Environment and Forests not below the rank of Deputy Secretary —Member</li> <li>3. Finance Officer —Member</li> </ol>	Not applicable."

[F. No. 11-10/95-AW]

SARWESHWAR JHA, Jt. Secy.

Note :—The Principal rules were published in the Gazette of India vide number S.O. 3561 dated the 31st December, 1994.

सूचना और प्रसारण मंत्रालय  
नई दिल्ली, 1 सितम्बर, 1995

14. Ms. Aruna Kapoor  
15. Ms. Archana Dalmia  
16. Ms. G. Sarala Kumari

[File No. 313/5/95-F(C)]  
RAGHU MENON, Jt. Secy.

का.आ. 3132.—चलचित्रों (प्रमाणन) नियम, 1983 के नियम 7 व 8 के साथ पठित चलचित्रों अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) में प्रदत्त शक्तियों का उपयोग करते हुए तथा इस मंत्रालय की दिनांक 13 मई, 1994 की अधिसूचना संख्या 809/9/93—एफ. सी. के क्रम में, केन्द्र सरकार निम्नलिखित व्यक्तियों की केन्द्रीय फिल्म प्रमाणन बोर्ड के दिल्ली महाहकार पैनल के सदस्य के रूप में तात्कालिक प्रभाव से तथा अग्रिम आदेशों तक नियुक्त करने हैं :—

1. श्री राकेश गुप्ता
2. श्री मोहम्मद अब्बाद अल्वी
3. श्री अतुल बख्शी
4. श्री शैलेश शर्मा
5. श्री रishi शर्मा
6. श्री दिनेश वत्स
7. प्रो. प्रेम चन्द कदम
8. सुश्री कमला मनोकर
9. सुश्री शैला शर्मा
10. सुश्री अरुणा हर प्रसाद
11. सुश्री प्रिया सिंह
12. सुश्री सोनल मान सिंह
13. सुश्री कविता नागपाल
14. सुश्री अरुणा कपूर
15. सुश्री अर्चना डालमिया
16. सुश्री जी. सरला कुमारी

[फाइल संख्या 813/5/95—एफ (सी)]

रघु मेनन, संयुक्त सचिव

#### MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 1st September, 1995

S.O. 3132.—In exercise of the powers conferred by sub-section (1) of section 5 of the Cinematograph Act, 1952 (37 of 1952) read with rules 7 and 8 of the Cinematograph (Certification) Rules 1983 and in continuation of this Ministry's Notification No. 809/9/93-F(C) dated 13th May, 1994, the Central Government is pleased to appoint the following persons as Members of the Delhi Advisory Panel of the Central Board of Film Certification with immediate effect and until further orders.

1. Shri Rakesh Gupta
2. Shri Mohammad Abad Alvi
3. Shri Atul Bakshi
4. Shri Shailesh Sharma
5. Shri Rishi Sharma
6. Shri Dinesh Vats
7. Prof. Prem Chand Kadam
8. Ms. Kamala Manekar
9. Ms. Shaila Sharma
10. Ms. Aruna Harprasad
11. Ms. Priya Singh
12. Ms. Sonal Mansingh
13. Ms. Kavita Nagpal

जल संसाधन मंत्रालय

नई दिल्ली, 20 अक्टूबर, 1995

का.आ. 3133.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम 4 के अनुसरण में जल संसाधन मंत्रालय संबद्ध कार्यालय केन्द्रीय जल आयोग के निम्नलिखित कार्यालय, जिसमें 80 प्रतिशत कर्मचारीवृन्द ने हिन्दी का कार्य माधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :

1. ऊपरी यमुना मण्डल, क्षेत्रीय कार्यालय, केन्द्रीय जल आयोग, नई दिल्ली।

[सं. 1/2/95—हिन्दी]  
गोपाल दीक्षित, उपसचिव

#### MINISTRY OF WATER RESOURCES

New Delhi, the 20th October, 1995

S.O. 3133.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of Central Water Commission under the Ministry of Water Resources where of more than 80 per cent staff have acquired knowledge of Hindi:—

Upper Yamuna Circle.  
Central Water Commission.  
Sewa Bhavan, R. K. Puram  
New Delhi.

[No. 1/2/95-Hindil]  
GOPAL DIXIT, Dy. Secy.

इस्पात मंत्रालय

नई दिल्ली, 20 अक्टूबर, 1995

का.आ. 3134.—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और 5 सितम्बर, 1987 को भारत के राजपत्र, भाग-2 खण्ड 3 उपखंड (ii) में प्रकाशित इस्पात और खान मंत्रालय (इस्पात विभाग) की अधिसूचना सं. का. आ. 2375 दिनांक 27 अगस्त, 1987 का अधिष्ठापन करते हुए, नीचे दी गयी तालिका के स्तम्भ (1) में उल्लिखित अधिकारियों को, भारत के राजपत्रित अधिकारी के पद के समकक्ष अधिकारी रहते हुए उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी एतद्वारा नियुक्त करती है जो उक्त तालिका के स्तम्भ 2 में विनिर्दिष्ट सरकारी स्थानों के संबंध में अपने अपने अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर उक्त अधिनियम के अन्तर्गत अथवा द्वारा संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग करेंगे और उन्हें सीपी गयी इयटो का वे पालन करेंगे।

तालिका

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अधिकारी का नाम	लोक परिसर की श्रेणी और अधिकार श्रेणी की स्थानीय सीमाएँ
1	2
1. सहायक प्रबंधक (कार्मिक) बेलाडिला लौह अयस्क परियोजना, निक्षेप संख्या-14,	अर्धोपनिश्चित वर्णानुसार तथा राष्ट्रीय खनिज विकास निगम लि. के नियंत्रण में बेलाडिला लौह अयस्क परियोजना, निक्षेप-14 के निर्मित सभी परिसर :—
राष्ट्रीय खनिज विकास निगम लि. किरंटूल की परियोजना।	1. खनन पट्टा क्षेत्र सहित गर्त संख्या-14 और 11/सी,
2. उप प्रबंधक (कार्मिक) बेलाडिला लौह अयस्क परियोजना, निक्षेप संख्या-14, राष्ट्रीय खनिज विकास निगम लि., किरंटूल की परियोजना।	2. किरंटूल बस्तियां। 3. कैलाशनगर (हिल टाप) बस्तियां। 4. मध्य प्रदेश में जिला दांतेवाड़ा में स्थित निक्षेप 3, 6, 7, 8, 9, 11 और 12 का खनन पट्टा क्षेत्र।
3. प्रबंधक (कार्मिक) बैलाडिला लौह अयस्क परियोजना, निक्षेप संख्या-14, राष्ट्रीय खनिज विकास निगम लि., किरंटूल की परियोजना।	
4. सहायक प्रबंधक (कार्मिक) राष्ट्रीय खनिज विकास निगम लि., बैलाडिला लौह अयस्क परियोजना, बछेली स्थित निक्षेप संख्या-5	राष्ट्रीय खनिज विकास निगम लि. के नियंत्रण में बैलाडिला लौह अयस्क परियोजना के खनन पट्टा क्षेत्र के निर्मित क्षेत्र, बछेली बस्ती सहित निक्षेप संख्या-5, हिल टाप बस्तियां, नामतः श्रवकाश नगर और टेपरेरी कालोनीज और केन्द्रीय कार्यशाला और जांच इकाई भांसी परिसर और निक्षेप 10 का खनन पट्टा क्षेत्र।
5. उप प्रबंधक (कार्मिक) राष्ट्रीय खनिज विकास निगम लि., बैलाडिला लौह अयस्क परियोजना, बछेली स्थित निक्षेप संख्या-5	

6. प्रबंधक (कार्मिक) राष्ट्रीय खनिज विकास निगम लि., बैलाडिला लौह अयस्क परियोजना, बछेली स्थित निक्षेप संख्या-5	राष्ट्रीय खनिज विकास निगम लि. के नियंत्रण में हीरा खनन परियोजना, पन्ना के निर्मित क्षेत्र, पन्ना ग्राम स्थित बस्ती क्षेत्रों सहित साझांव और राम-खेरिया खानों, साझांव विनोदस और रामखेरिया ग्राम।
7. सहायक प्रबंधक (कार्मिक) राष्ट्रीय खनिज विकास निगम लि., हीरा खनन परियोजना, पन्ना, जिला-मनना।	
8. उप प्रबंधक (कार्मिक) राष्ट्रीय खनिज विकास निगम लि., हीरा खनन परियोजना, पन्ना, जिला-मनना।	
9. प्रबंधक (कार्मिक) राष्ट्रीय खनिज विकास निगम लि., हीरा खनन परियोजना, पन्ना, जिला-मनना।	
10. सहायक प्रबंधक (कार्मिक), राष्ट्रीय खनिज विकास निगम लि., दोनीमलाई लौह अयस्क खानें, दोनीमलाई बस्ती, जिला-बेल्लारी, कर्नाटक	
11. उप प्रबंधक (कार्मिक) राष्ट्रीय खनिज विकास निगम लि.; दोनीमलाई लौह अयस्क खान, दोनीमलाई बस्ती, जिला-बेल्लारी, कर्नाटक।	राष्ट्रीय खनिज विकास निगम लि. के नियंत्रण में दोनीमलाई लौह अयस्क खान के बस्ती क्षेत्र सहित
12. प्रबंधक (कार्मिक) राष्ट्रीय खनिज विकास निगम लि., दोनीमलाई लौह अयस्क खान, दोनीमलाई बस्ती, जिला-बेल्लारी, कर्नाटक	दोनीमलाई और कुमार-स्वामी खानों के निर्मित क्षेत्र।

[मिशिल संख्या, 3(32)/87-आर.एस.-1]

ए.के. भारद्वाज, निदेशक

## MINISTRY OF STEEL

New Delhi, the 20th October, 1995

S.O. 3124 :—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), and in supersession of the notification of the Government of India in the Ministry of Steel and Mines (Department of Steel) No. S.O. 2375, dated the 27th August, 1987, published in the Gazette of India, Part-II, Section-3, Sub-Section (ii), dated the 5th September, 1987, except as respects things done or omitted to be done before such supersession, the Central Government hereby appoints the officers mentioned in column (1) of the Table below, being the officers equivalent to the rank of a Gazetted Officer of the Government, to be the estate officers for the purposes of the said Act, who shall exercise the power conferred, and perform the duties imposed, on the estate officer by or under the said Act, within the local limits of their respective jurisdiction in respect of the public premises specified in column (2) of the said Table.

TABLE

Designation of the Officer	Categories of public premises and local limits of jurisdiction
(1)	(2)
1. Assistant Manager (Personnel) Bailadila Iron Ore Project, Deposit No. 14, Project of National Mineral Development Corporation Limited, Kirandul.	All the premises constituted of Bailadila Iron Ore Project, Deposit No. 14, as detailed below and under the control of National Mineral Development Corporation Limited (NMDC) :—
2. Deputy Manager (Personnel), Bailadila Iron Ore Project, Deposit No. 14, Project of National Mineral Development Corporation Limited, Kirandul.	1. Pit No. 14 and 11/C including the mine lease area thereof; 2. Kirandul townships 3. Kailashnagar (Hill Top) Townships.
3. Manager (Personnel) Bailadila Iron Ore Project, Deposit No. 14, Project of National Mineral Development Corporation Limited, Kirandul.	4. Mining lease area of deposits No. 3, 6, 7, 8, 9, 11 and 12 which are situated in Tahsil Dentewada, Bastar District, of Madhya Pradesh.
4. Assistant Manager (Personnel) National Mineral Development Corporation Limited, Bailadila Iron Ore Project, Deposit No. 5 at Bachel.	The areas constituted of mining lease area of Baila- dila Iron Ore Project, Deposit No. 5, including Bachel Township,
5. Deputy Manager (Personnel) National Mineral Development Corporation Limited, Bailadila Iron Ore Project, Deposit No. 5 at Bachel.	Hill Top townships, namely, Akashnagar and Temporary colonies, and Central Workshop and Investigation Unit, Bhansi premises and Mining lease area of deposit 10, under the control of National Mineral Development Corporation Limited.
6. Manager (Personnel) National Mineral Development Corporation Limited, Bailadila Iron Ore Project, Deposit No. 5 at Bachel.	
7. Assistant Manager (Personnel) National Mineral Development Corporation Limited, Diamond Mining Project, Panna, District Satna	The areas constituted of Diamond Mining Project, Panna, Majhgawan and Ram Kheria Mines including township areas at Panna Village, Majhgawan Binots and Ram Kheria Villages, under the control of National Mineral Develop- ment Corporation Limited.
8. Deputy Manager (Personnel) National Mineral Development Corporation Limited, Diamond Mining Project, Panna, District Satna.	
9. Manager (Personnel) National Mineral Development Corporation Limited, Diamond Mining Project, Panna, District Satna.	

(1)	(2)
10. Assistant Manager (Personnel) National Mineral Development Corporation Limited, Donimalai Iron Ore Mines, Donimalai Township, District Bellary, Karnataka.	The areas constituted of Donimalai and Kumaraswamy mines including township area of the Donimalai Iron Ore Mine, under the control of National Mineral Development Corporation Limited.
11. Deputy Manager (Personnel) National Mineral Development Corporation Limited, Donimalai Iron Ore Mine, Donimalai Township, District Bellary, Karnataka.	
12. Manager (Personnel) National Mineral Development Corporation Limited, Donimalai Iron Ore Mine, Donimalai Township, District Bellary, Karnataka.	

[F. No. 3(32)/87-RM-I]  
A.K. BHARDWAJ, Director

## MINISTRY OF LABOUR

### CORRIGENDUM

New Delhi, the 1st November, 1995

S.O. 3135:—In the notification No. L/12012/197/90-IRB1 dated 14-6-95 published vide S.O. 1902 in the Gazette of India Part II Sec. 3(ii) dated 8-7-1995, the following corrigendum have been made :—

Page No	side	Line	to be deleted	added
2635	Right	1	V. Venkatraman	P. Venkatraman
	"	2	S/o Sh. Pettu Iyer	S/o Sh. Pattu Iyer
	"	4	Thalaitheru	Thalatheru
	"	48	The word "Bank" to be added after respondent.	
	"	49, 50	of the workmen under	He was an active
	"	51	the name of State Bank of India workmans staff union in the respondent bank	member of the State Bank of India workmen staff union in the respondent bank.
2636	Left	26	manhandled	manhandled
2637	Left	61	should	shorted
2638	Left	32	11.6.1988	11.4.1988
	"	62	Seek	took
2638	Right	13	such	much
		16	abesive	absolve
		19	alteration	altereation
		26	action	notice
		32	omitted	committed
		35	in material	immaterial
		54	responsible	reprehensible
2639	Left	23	"Notice for domestic enquiry to be conducted" to be added after conducted	
	Right	58	discussed	disclosed
		61	is awarded 7	forwarded
2640	Right	34	affections	affording
		38	"High" should be added between Hon'ble and court.	
2643	Right	13	W-52/27.10. 83	W52:27.1086
2644	Left	19	W-73 19.8.87	W. 73/19.3.87
		36	Finance	Findings

[No. L-12012/197/90-IRD-1]  
P.J. MICHAEL, Desk Officer.

## अम संज्ञा

नई दिल्ली, 3 नवम्बर, 1995

का. आ. 3136.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीफोन के प्रबन्धन के संबंध में निर्योजक और उनके कर्मचारियों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3 नवम्बर, 1991 को प्राप्त हुआ था।

[संख्या एल 40012/211/91 आई आर (डीयू)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 3rd November, 1995

S.O. 3136.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Telephone and their workmen, which was received by the Central Government on 3-11-95.

[No. L-10012/211/91-IR(DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 102 of 1992

In the matter of dispute between :

District Secretary,  
Bhartiya Telephones Karamchahi Sangh,  
Line Staff and Chaturth Varg,  
Line Staff and icCMFWY  
Mahanagar Telephone Exchange,  
Lucknow-226001.

## AND

General Manager (T),  
163, Shah Nazaf Road,  
Lucknow-226001.

## AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-40012/211/91-IR.(DU) dated 2-9-92, has referred the following dispute for adjudication to this Tribunal :—

"Whether the action of the General Manager (Telephones) Lucknow in terminating the services of Shri Pratap Singh Labour of Unit No. 1 of Telephone Exchange, Alambagh, Lucknow, w.e.f. June, 1985 is justified? If not, what relief he is entitled to?"

2. It is unnecessary to give full details of the case as the Union failed to appear in the case despite issue of notice. It therefore, appears that the Union is not interested in prosecuting the case.

3. Hence reference is answered against the Union for want of evidence holding that the Union is entitled to no relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

Dated : 26-10-95.

नई दिल्ली, 3 नवम्बर, 1995

का. आ. 3137.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में

केन्द्रीय सरकार एफ सी आई के प्रबन्धन के संबंध में निर्योजक और उनके कर्मचारियों के बीच अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3 नवम्बर, 1995 को प्राप्त हुआ था।

[संख्या एल-22012/503/90 आई आर (सी I)]

राजनिाल डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3137.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on the 3rd November, 1995.

[No. L-22012/503/90 IR C.II]

RAJA LAI, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 68 of 1991

In the matter of dispute between

Sri T. B. Singh,  
Executive Member  
Bhartiya Khadya Nigam Karamchahi Sangh,  
41/417 Janki Bhawan,  
Narhi, Lucknow

## AND

Senior Regional Manager,  
Bhartiya Khadya Nigam,  
Habibullah Estate Hazaratganj,  
Lucknow.

## AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-22012/503/90-I.R. (Coal II) dated 25th April, 1991 has referred the following dispute for adjudication to this Tribunal—

Whether the Sr. Regional Manager, Food Corporation of India, Lucknow, was justified in awarding illegal punishment vide its order dated 30th March, 1990 and also with-holding promotion of Sri Mohd. Mivan T.A. II, FCI Depot Bisauli in supersession of his juniors and also consequential benefits in violation of principles of natural justice and legally justified. If not, what relief the workman is entitled?

2. The concerned workman Mohd. Mivan was working as Technical Assistant Grade III with the opposite party Food Corporation of India. On 13th January, 1988, the concerned workman was served with the following charge sheet—

Said Sri Mohd. Mivan TA III while working as OI Purchase point No. 2 at Bisauli, District Badaun in the month of August, 1979 failed to maintain absolute integrity and devotion to duty and committed misconduct inasmuch as he misappropriated 438-83-000 qtls. of wheat procured by him out of total purchase of 32 bags weighing 2582 qtls. in connivance with Sri Frank Ray, A.G. II(D) for his personal gain. Thus FCI has suffered financial loss to the extent of cost of 438-33-000 qtls. of wheat and he thereby contravened Regulation 31 and 32 of FCI Staff Regulations, 1971.

Ultimately A. A. Kazmi was appointed enquiry officer. The concerned workman denied this charge and alleged that this chargesheet have been manipulated to deprive him from promotion. The enquiry officer after completing enquiry gave his report on 19th July, 1989. Agreeing with this report the disciplinary authority has imposed the punishment of reduction to the minimum of the present time scale of pay of TA III. It was further directed that he would earn annual increment from the minimum of pay from TA III and his seniority will count as fresh appointee with immediate effect. Feeling aggrieved by this punishment the concerned workman has raised the present industrial dispute through Union.

3. In the written statement, inter alia, it was alleged that the enquiry was not conducted fairly and properly and further the finding is erroneous.

4. The opposite party in their written statement has denied this fact.

5. On the basis of above pleadings the following preliminary issue was framed by order dated 17th August, 1995—

Whether the departmental enquiry was not conducted fairly and properly?

6. I had come to the conclusion that the finding holding that the misconduct was proved against the concerned workman was vitiated. In the case of Shambhu Nath versus Bank of Baroda and others it has been held that where punishment is based on the result of the domestic enquiry and which comes under challenge by way of industrial dispute, the employer is required to reserve its right to prove the misconduct before Industrial Tribunal in case domestic enquiry is held to be vitiated. In its absence the employer has got no right to prove the misconduct if the enquiry is found to be unfair and vitiated. After recording of my finding on preliminary issue I had fixed 7th September, 1985 for further orders in order to afford opportunity to employer to explain its failure to reserve the right in the written statement. Nothing was said in this regard. Even no effort was made to incorporate such plea in the written statement by way of amendment. Even an application was not moved. In its absence it appears that the employer was not in a mood to prove the misconduct by way of adducing evidence before this Tribunal. Thus in view of above facts and certain law I have no option but to set aside the impugned punishment order which is based on a finding of domestic enquiry which has been held to be vitiated.

I award accordingly. The concerned workman shall also get Rs. 100 as costs of the case.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3138.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ सी आई के प्रबन्धन के संबंध निर्याजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चन्दीगढ़ के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 31 अक्टूबर 1995 को प्राप्त हुआ था।

[सं.-एल 31 (38)/86 कोन—I डी II(बी)]

राजाधाल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3138.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure,

in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen, which was received by the Central Government on 31-10-1995.

[No. 1-31/38/86-Con-I/D(ii) (B)]

RAJA LAL, Desk Officer

# ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
CUM-LABOUR COURT, CHANDIGARH

Case No. 1. D. 1/88

Gurdial Singh

Vs.

Food Corporation of India

W.R. Shri D. R. Sharma.

M.R. Shri N. K. Zakhmi.

## AWARD

Dated, the 29th September, 1995

In exercise of the powers U/S 10(1)(d) of the Industrial Disputes Act, 1947 (for short called as the Act), Central Government vide No. 1-31/38/86-Con. I/D-LL (B) dated 23rd December, 1987, has referred the following dispute to this Tribunal for adjudication:—

"Whether the action of the management of Food Corporation of India in terminating the services of Shri Gurdial Singh Ex-casual watchman, Food Storage Depot, Khamanon, Distt. Ludhiana, w.e.f. 20-9-81 for employment in accordance with Section 25-H of the Industrial Dispute Act at the time of employing fresh casual Watchman subsequently, as claimed by the workman, is just and legal? If not, to what relief is the worker entitled to and from what date?"

On receipt of the reference notices were issued to the workman as well as to the Management. The workman appeared and submitted his statement of claim dated 1-5-88. He alleged that he was employed as Watchman w.e.f. 12-12-1979 with the Management at his Khamanon Depot, Distt. Ludhiana and worked there upto 19-9-81 and his services were terminated w.e.f. 20-9-81. Although he had worked for more than 240 days in a calendar year. It is alleged that no chargesheet was served to him nor any re-employment compensation was paid. The juniors to the workman were retained in service and after termination of his employment, the management employed S Shri Harpal Singh, Ram Lal, Bhajan Singh and others, as casual watchman. It is alleged that the termination of service is in violation of Sections 25-F, 25-G and 25-H of the Act. The workman demanded his reinstatement with continuity of services and back wages.

The management in the written statement filed, admitted that the workman was engaged on 12-12-1979 on daily wage basis as a casual watchman from open market for day today requirement of the work as F&D Khamanon Distt. Ludhiana and he worked upto 22-8-81, intermittently on daily wages basis. It is pleaded that although the workman completed 240 days of service but since he was on daily wages basis. He is not entitled to any benefit under the law and has no legal right to claim employment.

The workman submitted replication controverting the allegations of the Management as made in the written statement and reiterated earlier pleas of the claim statement.

The workman submitted his affidavit Ex. W-1 and appeared in the witness as W-1 and admitted that he was employed on daily wage basis and further that he used to get wages for the days, he used to work. He also admitted having received Rs. 230 as compensation. The workman also produced Ex. W-2, Demand Draft dated 11-2-88 for Rs. 230 65 p. in his favour. The Management produced MW-1, F.A. Khan, District Manager Ludhiana who produced his affidavit Ex. MW-1. This witness was cross examined and



stated that the workmen worked for the period from 12-12-79 to 2-8-81 intermittently. He also admitted that no charge-sheet was given to him and denied that any juniors were detained. When the case was at the arguments stage the workman filed an application for directing the management to produce his duty register from 12-12-79 to 19-9-81 and duty register of S. Shri Harpal Singh, Ram Lal Bhajan Singh and also payment register for the period from 12-12-79 to 19-12-81 in which the payment was disbursed to the workmen. Notice of the application was given to the management. The management submitted reply to the application and did not dispute the existence of these documents but stated that the documents are not relevant at this stage. In view of the reply filed the representative of the workman did not press his application.

From the above mentioned evidence on the record, it is quite evident that the management has not disputed workman having worked for more than 240 days of service continuously in a period preceding 12 calendar months. The workman has admitted having received a sum of Rs. 230 as compensation. Ex. W-2 Bank draft of the amount of retrenchment compensation has also been produced which shows that the said draft is dated 11-2-88. The Ld. Rep. of the Management argued that the workman accepted the compensation as full and final settlement during Conciliation proceedings. He further argued that there is no malafide intention or victimization of the workman by the Management. It is a termination simpliciter: he cited *Bharat Kala Kendra P. Ltd. Vs. Labour Court Delhi and Another* 1980 FJR 242 which is reproduced below.

While it is true that the employer cannot "hire and fire" workmen on the basis of unfettered right under the contract of employment, there is, on the other hand, no provision like Art. 311 of the Constitution requesting consideration in the case of an industrial workman. So long as the order of termination of service is bona fide, it is open to the employer to dispense with the services of his employer without assigning any reason therefore. There must always be a reason, but it can clearly fall short of misconduct for which a domestic enquiry is called for. Such reason may inter alia, be want of full satisfaction with the overall suitability or the overall result of the performance of his duties by the employee. Once there is a bona fide loss of confidence or once the opinion forward by the employer about the unsuitability of the employee for the job, even though erroneous, is bona fide, it is final and not subject to review. Such opinion may legitimately induce the employer to terminate the employee's services; but such termination can on no rational grounds be considered to be for misconduct.

I have gone through the facts of the case. In this case there was no such question as involved in the present case. In *Bharat Kala Kendra Case* (supra) also the workman was ordered to be reinstated. The only question involved as to whether the management reinstated his services on account of his Trade Union activities. Such is not the matter in the present case. In the present case there is no documentary evidence on the file to show that the workman accepted the retrenchment compensation during the pendency of Conciliation proceedings. It is well settled that retrenchment compensation should be paid simultaneously with the termination of the services. Termination is therefore illegal in the present case and the workman is entitled to reinstatement with continuity of service. However, regarding the workman's claim for back wages, there is nothing on the record as to whether the workman made any efforts to get any work during the suspension of his duties. Moreover he has accepted the retrenchment compensation paid to him. He has also not stated that he had been jobless. Having gone through records and facts and circumstances of the

case, I direct the management to pay 25% back wages of the period from the date of 1st appearance of the workman in this Court till the passing of the Award.

The reference shall stand answered accordingly.

Chandigarh.

Dated : 29-9-1995.

S. R. BANSAL, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3139—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.बी.एम.बी.के प्रबन्धन के संबद्ध निवासियों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 अक्टूबर, 1995 को प्राप्त हुआ था।

[स. एल 42011/15/89 डी-2 (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 5139.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of B. B. M. B. and their workmen, which was received by the Central Government on 31-10-1995.

[No. L-42011/15/89-D.II (B)]  
RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 155/89

#### BETWEEN

General Secretary, Bhakra Beas Management Board  
Karamchari and other Workmen. . . Workmen

#### Versus

Bhakra Beas Management Board through Chief Engineer,  
Beas Satluj Link Project, Sunder Nagar, Distt.  
Mandi . . . Management.

#### PRESENT :

For the workmen—Shri Dhani Ram.  
For the Management—Shri N. D. Kalra.

#### AWARD

Dated, the 4th October, 1995

The Central Government in exercise of the powers conferred by Section 7-A, read with clause (c) of Sub Section (1) of Section 10 of the Industrial Disputes Act 1947, referred as per Notification No. L-42011/15/89-D.II (B) dated 5th October, 1989, to the present Industrial Tribunal the following matter for adjudication :—

"Whether the action of the Chief Engineer Beas Satluj Link Project, Sunder Nagar District Mandi (H.P.) in reducing compensatory allowance from 17½% to 10% for Beas Satluj Link Workcharge employees drawing pay of Rs. 1121 onwards with effect from September 11, 1988, is justified? If not, to what

relief the concerned workmen are entitled to and for what date?"

After receipt of the above said reference from the Central Government, the General Secretary, Bhakra Beas Management Board Karamchari Sangh, Sunder Nagar, General Secretary, Transport Workers Union, Sunder Nagar, and General Secretary, Beas Satluj Link Project Mazdoor Ekta Union, Sunder Nagar, preferred their claim petition, wherein they claimed that the allowance @ 17½% or 15% without ceiling be restored to the workmen from September 11, 1988, for workcharged establishment and Class III employees drawing pay of Rs. 1121 onwards per month. They also claimed arrears from 11-9-1988 onwards. The respondent Management filed their reply to the claim petition denying the claim of the workmen. The Unions of the workmen thereafter filed rejoinder to the reply of the respondent Management.

After the pleadings by the parties, the workmen side tendered affidavits in the shape of evidence such as Exhibits W-1, W-6, W-7 and W-8. All these affidavits pertain to Workmen Shri B. K. Banarjee WW-2, Shri Dhani Ram General Secretary, Beas Satluj Link Project WW-3, Shri Chander Bhan General Secretary, Beas Satluj Link, Beas Satluj Link Transport Workers Union and Shri Satvir Sarad General Secretary, Bhakra Beas Management Karamchari Sangh who were produced in the witness box for the purpose of cross examination. The respondent Management also tendered affidavit Exhibit M-1 of Shri N. D. Kalra and produced him for cross-examination by the workers' side. Both the side also tendered into evidence various documents, which are part of the record and thereafter they closed their respective evidence.

As per evidence of the Workmen Unions, the services of the workers were transferred to the Bhakra Beas Management Board from Beas Construction Board under 2-C Award and that the terms and conditions of their appointment could not be changed to their disadvantage by the respondent Management. It was further asserted that the said 2-C Award is of the binding nature and the rate of S.C.A. sanctioned to the workers could not be reduced by the Respondent Management. It was further asserted that the amount of compensatory allowance prior to reduction was 17½% and it was later on reduced to 10%, which legally unjustified and in violation of the agreed terms and conditions of appointment. The workmen relied upon Exhibits W-2, W-3, W-4 and W-5 in support of their contentions. The respondent Management in their evidence in the shape of affidavit Exhibit M-1, however, emphasize that the recognized Unions of the workers have been requesting the respondent Management from time to time for bringing the rate of compensatory allowance applicable to workcharged Class III and IV employees at par with other regular Class and IV employees. According to them the demand was discussed in 123rd Meeting of the Board held on September 27, 1986, at New Delhi after detailed examination and the Board approved the proposal as contained in the Agenda, which meant that the rates mentioned under Para 3(B) were to be revised to those under Para 3(A). It was further stressed that while issuing the relevant order vide Board's letter dated 16-10-1986, whereas the rates of admissibility of the allowance in respect of the workcharged staff were rightly revised from 15% to 17½% and from 20 percent to 22½% but there occurred a mistake to the extent that the 'Note under Para 2 of the Agenda Note, which was a composite part of the decision taken by the Board, remained inadvertently omitted and was, thus, not mention in the said order. In this way, it was indicated that the order issued by the Board was not in conformity with the decision of the Board. According to the Management, the mistake came to notice only when the workcharged employee of Beas Satluj Link Project, Sunder Nagar were converted into regular employees.

The Respondent Management further deposed that with a view to rectify the bonafide mistake a notice was issued under Section 9-A of the Industrial Disputes Act, 1947 to the employees in pursuance of revised decision of the Board Exhibit M-2, which was issued with a view to bring the order in conformity with the decision of the Board as taken in its 123rd Meeting held on September 27,

1986. According to the Respondent Management, the worker have no legal right to claim the amount of allowance which was earlier being paid to them at a higher rate due to bonafide mistake.

I have heard the representatives of the parties and have also gone through the record carefully. It was vehemently argued by the representatives of the workmen that the workmen were getting earlier compensatory allowance @ 15%, and 20% in the case of Class III and IV employees, respectively of their basic pay and the respondent Management had illegally reduced the same to 10% with effect from September 11, 1988. In the case of Class III employees it was argued that the rate had been increased to 17½% from 15% of the basic pay. They also argued that notice as issued under Section 9 A of the Industrial Disputes Act was not legal, as there is mandatory requirement of issuance of such a notice by giving 21 days' time to each affected individual. It was further argued that the decision of the respondent Management in reducing the allowance was highly unjustified and illegal, as it amounted to violation of the provisions of the Punjab Re-organisation Act, 1966 and 2-C Award. The representative of the respondent Management, any how, justified the act of the respondent Management and stressed that the change in the allowance was necessitated because of the bonafide mistake. The perusal of specimen of the appointment letter Exhibit W-2, clearly reveals that Clause 2 therein provide that the terms and conditions of service as applicable to the workmen would not be less favourable than those applicable immediately before joining the Board, unless altered through due process of law. This clause thus, already reveals that the conditions could be altered if so warrant by following the provisions as applicable under the law. Letter Exhibit M-2, as relied upon by the respondent Management clearly shows that while issuing the order in 1986, there occurred a bonafide mistake with regard to the payment of compensatory allowance to the workmen and this mistake as rightly indicated by the Respondent Management was not in conformity with the decision of the Board. This letter dated 1-8-1988, Exhibit M-2, highlights the circumstances unequivocally under which the change in the compensatory allowance has to be ordered in supersession of the earlier order issued in 1986. Exhibit M-5 categorically reveals that the respondent Management in accordance with the Provision of Section 9-A of the Industrial Disputes Act give notice to all concerned with regard to the intention of the respondent Management to effect change in the rate of compensatory allowance as specified in letter dated 1-8-1988 with effect from September 11, 1988. In this way the respondent Management obviously complied with the provisions of law before effecting the change as indicated above Exhibits M-6 and M-7 are the proofs showing that the Notice were sent to all concerned before the change was effected Exhibit M-11 is the minutes of 125th Meeting of the Board which has been relied upon by the Respondent Management with a view to show that the decision of the Board was not properly implemented. The arguments put forth by the respondent Management appear to be reasonably justified and they apparently had to revise the rate from 17½% to 10% as the enhanced rate was earlier allowed on the basis of the bonafide mistake, which was rightly corrected later on. In the situation, I do not find any merit in the claim of the workmen.

The reference as received from the Central Government is, thus, answered accordingly and stands disposed of as stated above with no order as to costs.

Pronounced on 4-10-1995

Chandigarh.

S. R. BANSAL, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3140—प्रौद्योगिक विज्ञान अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार इन्हीं में एक के प्रबन्धन के संवद्ध त्रियोजकों और उनके कर्मचारों के बीच, अन्वय में निम्नलिखित प्रौद्योगिक

विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचसट की प्रकाशित करती है, जो केन्द्रीय सरकार की 30 अक्टूबर 1995 को प्राप्त हुआ था।

[संख्या एल. 22012/218/94-आई आर (सी-II)]  
राजालाल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3140.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 3-10-1995.

[No. L-22012/218/94-IR (C-II)]  
RAJA LAL, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT(LC(R))(191)/1994

#### BETWEEN

Shri Jamuna Prasad represented through the Koyla Khadan Mazdoor Sangh (INTUC) Post Chandametta, District Chhindwara (MP).

#### AND

The General Manager, W.C.L. Pench Area, PO Parasia, District Chhindwara (MP).

#### PRESIDED IN :

By Shri Arvind Kumar Awasthy.

#### APPEARANCES :

For Workman—Shri Jahbar Khan.

For Management—Shri S. K. Banerjee.

INDUSTRY : Coal Mines DISTRICT : Chhindwara (MP).

#### AWARD

Dated, the 28th September, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/218/94-IR (C-II) dated 4-10-1994, for adjudication of the following industrial dispute :—

#### SCHEDULE

"Whether the Mgt. of Newton Colliery, W.C.L. Pench Area, Chhindwara is justified in not giving employment to Shri Jamuna Prasad, dependant of Late Brijlal, Ex-Timber Mazdoor, Newton Chikli Colliery WCL, Pench Area Distt. Chhindwara on compassionate ground ? If not to what relief is the workman entitled to ?"

2. Parties have filed the Settlement dated 1-3-1995. Parties have verified the settlement. It is just and proper. Following are the terms of Settlement :

#### TERMS OF SETTLEMENT

1. It was agreed to employ the dependant (Shri Jamuna Prasad son) of late Shri Brijlal as a piece rated tub-loader in Thesgora Mine of W.C.L. Pench Area as a Special case.
2. The union/Shri Jamuna Prasad stated that no employment has been provided in place of Late Brijlal Ex-Timber Mazdoor of Newton Colliery in the past, if it will be found that employment to one dependant against the above ex-employee is provided, they will withdraw this employment immediately.
3. The Union/Shri Jamuna Prasad agreed to give up all other claims/benefits and accept the above terms as full and final settlement and shall not claim any other benefit.

4. This settlement settles the dispute fully and finally and it shall not be treated as precedence in any other claim.

5. Both the parties agreed to file a copy of this compromise settlement before Presiding Officer CGIT, Jabalpur to an Award in terms of the settlement.

3. Consequently, Award is passed as per terms of Settlement dated 1-3-1995. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3141—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुगुण में, केन्द्रीय सरकार डब्ल्यू सी एल लि प्रबन्धन के संबद्ध नियोक्ताओं और उनके कर्मचारियों के बीच प्रस्तुत में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचसट की प्रकाशित करती है, जो केन्द्रीय सरकार की 30 अक्टूबर, 1995 को प्राप्त हुआ था।

[संख्या एल-22012/174/92-आई आर (सी-II)]  
राजालाल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3141.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of W.C. Ltd. and their workmen, which was received by the Central Government on 30-10-1995.

[No. L-22012/174/92-IR (C-II)]

RAJA LAL, Desk Officer

#### ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT(LC(R))(217)/1992

#### BETWEEN

Shri Banwarilal, represented through the General Secretary, B.K.K.M.S. (BMS) PO Chandametta, District Chhindwara (MP).

#### AND

The Manager, Eklehra Colliery, W.C.L. P.O. Eklehra, District Chhindwara (MP).

#### PRESIDED IN :

By Shri Arvind Kumar Awasthy.

#### APPEARANCES :

For Workman—Shri B. P. Yadav.

For Management—Shri C. L. Jaiswal.

INDUSTRY : Coal Mines DISTRICT : Chhindwara (MP).

#### AWARD

Dated, the 28th September, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/174/92-IR (C-II) dated 21-10-1992, for adjudication of the following industrial dispute :—

#### SCHEDULE

"Whether the action of the management of Eklehra Colliery of W.C. Ltd. in terminating the services of Shri Banwarilal S/o Kunj Behari, General Mazdoor w.e.f. 7-12-90 is legal and justified? If not, to what relief the concerned workman is entitled to ?"

2. Workman and the management have filed the Settlement dated 30-6-1995 and according to the terms of the settlement the dispute is fully and finally settled between the parties. The Settlement is fair and proper and it is accepted. Following are the terms of Settlement :—

#### TERMS OF SETTLEMENT

1. It is agreed by the Management to reinstate Shri Banwarilal S/o Kunjibihari Ex. General Mazdoor in any mine of WCL Pench Area.
2. Sri Banwarilal S/o Kunjibihari shall submit a written assurance of Good conduct and performance and regular attendance in future.
3. The period of absence from the date of termination to the date of joining will be treated as Dies-non (No work No pay).
4. Shri Banwarilal S/o Kunjibihari will be given continuity of service for the limited purpose of gratuity but without back wages or any monetary benefit for the period from the date of his termination to the date of his joining on reinstatement.
5. On reinstatement, Shri Banwarilal S/o Kunjibihari will be kept on probation for a period of one year during which period his performance and conduct will be closely watched.
6. That on receipt of satisfactory performance report, his services will be confirmed.
7. This settlement settles the dispute fully and finally and it shall not be treated as precedence in any other case.
8. The union/workman agreed not to raise any dispute relating to this issue individually or through any union at any forum.
9. The parties agreed to file this compromise settlement before the Presiding Officer, C.G.I.T. Jabalpur and request for an award in terms of settlement and after verification of the settlement before CGIT the person concerned will be allowed on duty.

3. In view of the aforesaid terms of settlement award is passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3142-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के प्रबन्धन क्षेत्र के संयुक्त नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचायत को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 अक्टूबर, 1995 को प्राप्त हुआ था।

[संख्या एन 22012/250/92 आई आर (सी-II)]

राजाजीव, ईन्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 1142.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Bhubaneswar as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on the 31st October, 1995.

[No. L 22012/250/92-IR C.II]

RAJA LAL, Desk Officer

#### ANNEXURE

#### INDUSTRIAL TRIBUNAL, ORISSA BHUBANESWAR PRESENT:

Sri P. K. Panigrahi, Presiding Officer, Industrial Tribunal, Orissa, Bhubaneswar.

Industrial Dispute Case No. 47 of 1992 (Central)  
Dated. Bhubaneswar, the 16th October, 1995

#### BETWEEN

The management of Nandira Colliery of S.E.C. Ltd.  
At, P.O. South Balanda  
Dist. Dhenkanal

...First party—Management.

#### AND

Their workman Sri Parama Parida  
represented through Talcher Coalmines Employees' Union,  
At, Rempa, P.O. Talcher,  
District Dhenkanal

...Second party—workman.

#### APPEARANCES:

Sri R. S. Sharma, Dy. Personnel Manager—For the first party—management.

Sri Parama Parida—The second party—workman himself.

#### AWARD

The dispute referred to by the Central Government in the Ministry of Labour [vide Notification No. L-22012/250/91-IR (C. II) dated 29th October, 1992] for adjudication under clause (d) of sub-section (1) and sub-section (2-A) of Section 10 of the Industrial Disputes Act 1947 (14 of 1947) runs as follows:—

"Whether the action of the management of Nandira Colliery of S.E.C. Ltd. is justified in not providing light duties to Shri Parama Parida (when he has been declared 4 per cent permanent partial disablement by the management and the Head of the Department of Orthopaedic Surgery, S.C.B. Medical College, Cuttack have certified that he should not do any strenuous job permanently)? If not, to what relief the workman is entitled?"

2. On an advance petition being filed by the parties the case was taken-up on 11th August, 1995 for recording the settlement. The representative of the management and the concerned workman stated that they have since amicably settled the dispute out of Court in the interest of industrial peace and harmony; and in view of the settlement they solicited an Award in terms thereof.

3. The terms of the settlement were read over and explained to the parties and they admitted the same to be true and correct. The settlement appears to be genuine. Hence, the same is recorded and an Award is accordingly passed in terms of the settlement. The memorandum of settlement do form part of the Award.

Typed to my dictation and corrected by me.

P. K. PANIGRAHI, Presiding Officer

FORM 'H'

(See Rule 58)

Industrial Dispute (Central) Rules 1957

#### MEMORANDUM OF SETTLEMENT

Representing the management—Sri R. S. Sharma, Dy. Personnel Manager, Talcher Area.

Representing the workman/Union—Sri Parama Parida, Leader, Nandira Colliery, Sri Durga Charan Mahanty, President TCMFU (AITUC).

#### SHORT RECITAL OF THE CASE

The T.C.M.E.U. (AITUC) raised an I.D. before the Assistant Labour Commissioner (Central)/Conciliation Officer, Bhubaneswar for providing light job/alternative surface job to Sri Parama Parida, Loader due to sustaining injury during duty hours. Being the conciliation failure, the matter was referred to Industrial Tribunal, Orissa, Bhubaneswar by the Ministry which has been numbered as I.D. Case No. 47/92 (Central). While hearing of the case which is pending before the Hon'ble Presiding Officer, Industrial Tribunal, Bhubaneswar, the parties agreed to settle the dispute mutually out of the Court as per reference. After discussion between the parties i.e. the workman Sri Parama Parida and Sri Ajit Ray, General Secretary, TCMEU and the management, the following settlement has been arrived at:—

#### TERMS OF SETTLEMENT

1. Sri Parama Parida, Loader, Nandira Colliery will be allowed to work on the surface as General Mazdoor within a week from the date of recording of settlement.
2. Sri Parida will not be entitled to paid any wages for the idle period on the basis of 'No Work No Pay' and the period of idleness i.e. from 14th September, 1990 to till he resumes duty will be treated as dies-non.
3. This is full and final settlement in regard to this dispute. No parties including the workman individually or through any Union will raise any dispute in this regard in future.
4. In view of the above, it is prayed that "Order" may be passed accordingly in I.D. case No. 47-92(C).

Sd/-

Sri Parama Parida,  
Loader, Nandira Colliery.

Sd/-

Sri Durga Charan Mohanty,  
President, TCMEU (AITUC),  
Talcher.

Sd/-

R. S. SHARMA, Dy. Personnel Manager,  
Talcher Area.

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3143 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्तर्गण में, केन्द्रीय सरकार एफ सी आई के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 30 अक्टूबर, 1995 को प्राप्त हुआ था।

[सं. एल-22012/184 एफ-91-आई ग्रा (सी-II)]  
राजनाल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3143.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of FCI and their workmen, which was received by the Central Government on 30-10-1995.

[No. L-22012/184/F/91-JR(C-II)]  
RAJA TAL, Desk Officer

2770 GI/95—10.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 80 of 1991

[Ministry's Order No. L-22012/184/F/91-I.R. (Coal-II) dated, the 22nd August, 1991].

#### ANALOGOUSLY ALONGWITH

Reference No. 6 of 1992

[Ministry's Order No. L-22012/184/F/91-I.R. (C-II) dated 8-1-82]

#### PARTIES:

Employers in relation to the management of Food Corporation of India.

#### AND

Their Workmen.

#### PRESENT:

Shri P. K. Sinha, Presiding Officer.

#### APPEARANCES:

For the Employers: Shri B. Joshi, Advocate

For the Workman: Shri S. Bakshi, Advocate, and  
Mrs. Banani Verma, Advocate.

Dated, the 11th October, 1995

#### AWARD

By Order No. L-22012/184/F/91-J.R. (Coal-II) dated, the 22nd August, 1991 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the action of the management of Food Corporation of India, Ranchi is justified in terminating the services of Smt. Ranjana Chakraborty from 24-11-89 without paying her notice pay in lieu of notice of one month and retrenchment compensation as provided under Section 25-F of the I.D. Act, 1947? If not, to what relief the workman is entitled and from what date?"

2. The concerned workman, Smt. Ranjana Chakraborty submitted her written statement stating therein that she was appointed as Typist against permanent vacancy with effect from 4-3-1987 by the management of Ranchi Branch of Food Corporation of India in which post she worked continuously till her services were terminated with effect from 23-11-1989 by an oral order in contravention of provisions of Section 25-F of the Industrial Disputes Act, 1947 (hereinafter referred to as "the Act").

3. It has been claimed that Smt. Chakraborty had been working as Typist as per direction, and under control and supervision, of the management though the management was paying her wages lesser than those allowed to a Typist and other Clerks working in Food Corporation of India (F.C.I. in short).

4. It has been admitted that she was paid wages on piece-rated basis in violation of the principles of equal pay for equal work, though the management had been taking more than 8 regular hours' work every day from her. She was also denied other facilities as available to other employees of the F.C.I.

5. She was stopped from work when she demanded equal pay and other benefits, including overtime payment.

6. It has been claimed that the petitioner had represented before the management several times against termination of service, but to no effect. Thereafter she raised Industrial Dispute and, on failure of conciliation, this reference was made by the Government of India in the Ministry of Labour, for adjudication.

7. A prayer has been made to direct the management to reinstate the petitioner with full back wages and with cost.

8. The management has controverted these contentions in its written statement, denying that there was any relationship of employer and employee between the two. It has further been stated that the management earlier had employed one

steno-typist and had appointed four typists and one stenographer. One typist each was attached to the sectional heads in the office of the District Manager of F.C.I. at Ranchi. But it was observed subsequently that there was no requirement of four typists in the office and it was also found that those typists were not competent. The management thereafter held typing test and finding them not suitable terminated their services with effect from 8-5-1986 for which an industrial dispute was raised and the Central Government Industrial Tribunal No. 2, Dhanbad passed an award in favour of those four workmen ordering for their reinstatement which was done with effect from 23-5-90.

9. This written statement further goes to say that after termination of services of four typists and one stenographer the management was left with only one stenotypist. But one such steno-typist was not sufficient for handling the entire typing work in that office because of which the management started getting extra job of typing done through private typists and paid them typing charges at the rate prevailing in the Courts.

10. It has been averred that the concerned workman approached the District Manager to give her job of typing on rate contract basis and to permit her to do typing work in the office as well to provide her typewriter and other necessities for doing the job. The District Manager accepted this request and provided her with typing job on the basis of rate contract. The typing work accumulated on one day was handed over to Smt. Chakraborty on the next day for typing which she did in office and thereafter she left the office premises. She submitted her bills fortnightly or monthly which were paid after verification.

11. It is admitted that this way she started doing work from March, 1987 and continued upto November, 1989. It has been stated that with the reinstatement of the four typists (under an Award) there was surplus in the office with the result that one of the typists had been transferred to Hazaribagh and the management was awaiting for transfer of other surplus typists. Hence, there is no vacancy at present.

12. It has been claimed that Smt. Chakraborty having lost interest in the job, left attending office with effect from 24-11-1989. It has also been claimed that she was not recruited to work as typist because recruitment to such post could be made only under the provisions of F.C.I. Act and Rules, and Regulations framed thereunder. Since she was not recruited in accordance with law she cannot claim to be a workman of the Organisation. It has been claimed that she was not paid any wages nor was under the control of the management nor she maintained regular office hours. It has been denied that the management had terminated her services. It has been argued that the provisions of Section 25-F of the I.D. Act did not apply because her services were neither terminable, nor were terminated. A prayer has been made to render an award disqualifying the claim of the concerned working woman.

13. The management also filed parawise rejoinder to the written statement of the concerned workman on the same lines on which its written statement had been drafted.

14. The working woman also filed a dejoiner to the written statement of the management.

15. Following points arise for consideration in this adjudication :

- (i) Whether or not there was any relationship of employer and employee between the F.C.I. and the working woman or whether the working woman can be said to have worked for the management only on contract basis which was a genuine one ?
- (ii) If the first point is answered in favour of the working woman then whether it has been proved that the management had retrenched her from service without complying with the provisions of Sec. 25-F of the Act ?
- (iii) If the first two points are answered in favour of the working woman, then to what relief the working woman is entitled ?

15. Point No. (i) It is now well settled that the management could award work on contract unless so prohibited under law. If the contract is valid, then the workman is not entitled to be treated as a regular worker under the management. But, on the other hand, if it is proved that the contract was a sham one and was only used as a camouflage to debar the workman from benefits of a regular employer, then the workman would be entitled to relief in accordance with law.

16. It is admitted by both the sides that the concerned workman started doing her job of typist in the Ranchi office of F.C.I. from the month of March, 1987 and she continued doing the work upto November, 1989. Paras 11 and 21 of the written statement of the management admit as such, admitting that Smt. Chakraborty had worked till 23-11-1989. Admittedly she had worked as typist under the management for almost two years and nine months.

17. It is also admitted that for her work she was not being paid regular wages payable to a Typist working under the management of F.C.I. but that she was paid on piece-rated basis, as admitted in Para 5 of the written statement of the workman, and as explained in the written statement of the management, claiming that she was working on rate contract basis. It is admitted by the management in its written statement that she was accomplishing the work of the management by sitting in its office and it was the management which provided her typewriter, paper etc., necessary for doing the typing work. This may be seen in Paras 8 and 9 of its written statement. The only difference between two perceptions are that whereas Smt. Chakraborty has claimed that she was maintaining regular office hours, the management has claimed that there was no fixed working hours for her and she used to leave the office whenever the work entrusted to her that day was complete.

18. Now I will discuss the evidence on the record in order to find out the working conditions under which Smt. Chakraborty was working.

19. The management has examined three witnesses whereas four witnesses have been examined on behalf of the concerned workman. Sri I.B. Choubey, Asst. Manager at F.C.I. is the first witness for the management, who was posted at the Ranchi office from July, 1982 to September, 1990. He submitted in his evidence that the management though had not appointed the concerned workman, but it took work from her between March, 1987 to November, 1989. He admitted that during that period only one steno-typist was available in the office but the work-load was greater. When the workman approached the District Manager, he agreed to give typing work to her, with payment at market rate. She was ready to work at lesser rate if the machine and other materials were provided to her. He also admitted that she did the allotted typing work mostly in the office but sometime also typed at her residence. Her bills were checked by the witness and payments were approved by the District Manager.

20. This witness submitted that she had no fixed working hours nor the management controlled her in the manner it controlled a regular worker. According to this witness, she worked for some days in November, 1989 and thereafter stopped coming.

21. He further stated that in pursuant to an award of the Industrial Tribunal some typists were appointed in the Ranchi office but since work-load was much lesser they were transferred elsewhere. According to the witness there is no work for any typist.

22. In so far as the transfer of other reinstated typists is concerned, according to this witness, all of them have been transferred. Therefore, it is clear that if work is not available in a particular office of F.C.I. an employee can be transferred elsewhere where work is available.

23. During cross-examination he admitted that all the materials required for typing were supplied by the management. The concerned workman recorded the work done by her in a register which was signed by this witness. He said that no document was available to show as to what work she did at her residence.

24. This witness also admitted that agreement between the

management and Mrs. Chakravorty about her work and the rate of payment was a verbal one. He also admitted that one stenotypist who was available during the period, and other typists in the office subsequently reinstated were doing the same work which the concerned workman was doing. He was not aware of any quantum of work-load fixed for a typist. He denied the suggestion that from March, 1987 upto November, 1989 entire typing work in that office was done by the concerned workman. He also denied the suggestion that it was the management which had terminated her services.

25. MW-2 is Shri Sunil Kumar, an Assistant working at the Ranchi office. He deposed that the rate of payment to the concerned workman was fixed by the District Manager in his presence and he used to pass vouchers for payments to her, but in cross-examination he admitted that the fixation of rate was verbal one and he was not provided with any written order that he had to prepare vouchers for payment at a particular given rate.

26. This witness was shown vouchers in Ext. M-8 series. These are a number of vouchers to which attached is the quantum of work done in a day in a particular month. The first voucher, dated 8-4-87 would show payment of Rs. 620.60 for the work done by the concerned workman at the rate of Rs. 0.75 per letter or statement. The annexed statement would show that in March, 1987 she had worked for 22 days in all. Likewise the voucher for April, 1987 shows payment of Rs. 842.30 for the work done by her on 24 days in that month.

27. Coming back to the evidence of MW-2 he admitted that vouchers in Ext. M-8 series mentioned the rate of payment. Other bills would show that the rate of payment was Rs. 0.40 paise per letter and its duplicate whereas she was paid at the rate Rs. 0.75 paise per statement in original as well in duplicates. He also admitted that all these vouchers showed typing for the typing done in the office in which materials were provided by the management. He also could not say anything about availability of any document to show as to whether during that period any other typist was also working. He also admitted that the typist working in the office have no fixed work-load, further admitting that the attendance-sheet would show the working hours of an individual employee.

28. MW-3 is Md. Nawab who was working as casual labour in Ranchi office of F.C.I. since 1988, doing the work of watchman. He said that the concerned workman never marked her attendance nor she had fixed working hours. But in cross-examination he admitted that it was the District Manager who had appointed him as casual labour without giving him any appointment letter. He admitted that he had seen the concerned workman working in the office. He expressed his inability to produce any paper to show that the concerned workman did not maintain office hours.

29. This is all the evidence of the management.

30. Now I would come to the evidence adduced on behalf of the concerned workman. WW-1 is Sri Amiya Ra'an Dasgupta who had worked at the Ranchi office as Asstt. Manager from February, 1986 to February, 1988. According to his evidence the concerned workman worked in that office as typist and during his period of stay, she was the only typist in the office. He admitted that she was working against permanent vacancy and was maintaining office hours from 10 A.M. to 5 P.M. on working days. He also admitted that she was being paid at piece-rate basis. In cross-examination he submitted that the concerned workman submitted her bill every month, but she did not sign attendance register. He also admitted that he was not concerned with appointment and posting of the concerned workman but he knew that she was verbally appointed by the District Manager.

31. WW-2 is Sri K. T. Mathai who was working at F.C.I. since 1970. He submitted that the concerned workman worked for the entire office hours as typist and during her period of work there was no other typist in the office. He admitted that she had worked regularly. During the relevant period he was working as Assistant in the Personnel Section.

2. W-3 is Sri Pushpen Sarkar, a Watchman in the Ranchi office of F.C.I. He also said that she attended the office daily and worked there as typist during regular working hours. In cross-examination he admitted that marking of attendance of an employee was not his duty.

33. WW-4 is Smt. Ranjana Chakravorty herself. She has supported her main contentions and said that she was working as typist in that office continuously from 4-3-87 to 23-11-89. About her qualification she said that she had passed B. A. Part-I examination and was a certificate holder for typing in English. During her period of work she was the only typist there and was engaged against permanent vacancy. She claimed that every year she had worked for more than 240 days, maintaining regular office hours. Sometimes she also worked beyond office hours if the work-load increased. The work done by her was entered into a register kept in the office, which was signed by the Sectional Head and she was paid every month on the basis of the quantum of work done by her. She had requested the management to pay her proper wages as well overtime, but on 23-11-89 the Asstt. Manager (Movement) told her not to report for work with effect from the next date. Before her retrenchment she was neither given any notice nor was paid any compensation. She claimed that she was not even paid wages for the preceding month. She claimed, as also admitted by the management, that the work implements were provided by the management.

34. In cross-examination she admitted that neither her name was sponsored by the Employment Exchange nor she was given any appointment letter. She said that on bearing of a vacancy she met Sri A. B. Sudarsanam the then District Manager of F.C.I. who took typing test and then asked her to work in the office. The rate of her payments was also decided there, according to which she used to be paid. She denied the suggestion that before joining F.C.I. she was doing typing work privately. She also admitted that while she was working there she did not take any leave.

35. She also admitted in cross-examination that there was no written agreement about her work, but she denied the suggestion that after completion of her work for the day, she used to leave the office. She admitted that for the work done beyond office hours she was paid at the fixed rate which she charged in her bills. She denied the suggestion that she had left work on her own volunteering that at that time she was being paid Rs. 900 to Rs. 1000, on average, every month hence how could she leave her work on her own when at that time even her husband was unemployed.

36. This is all the oral evidence on the record.

37. Coming to the documentary evidence Exts. W-1 to W-4 are the registers in which her daily work was noted and signed by an official of the F.C.I. after checking and verifying the same. These registers show that on most of the days she had done sufficient work and had worked almost regularly, except some gaps for a short period here and there.

38. Ext. W-5 is certificate granted by the District Manager of Ranchi office dated 8-3-89 certifying that Smt. Ranjana Chakravorty was engaged as typist in his office on job basis since March, 1987 and was working satisfactorily.

39. Now coming to the documents of the management there are certain documents which are hardly relevant. Exts. M-1 to M-5 are appointment letters to others all issued in the year 1985. Ext. M-6 series are the letters issued in the year 1986 to the typists about their discharge from service. Ext. M-7 is Office Order of the year 1990 relating to their reinstatement in the posts of typists, and of one in the post of steno. Obviously this was issued in pursuant to the award of the Industrial Tribunal. These perhaps have been filed to show that those typists had been reinstated into service, hence there was no vacancy. But as already pointed out from the evidence of the management's witnesses itself, that the typists had been transferred from Ranchi office showing that the post was transferable.

40. I already have discussed some of the Ext. M-8 series. However, I will here note down, from Ext. M-8 series itself.



about the number of working days of the concerned workman within a year immediately preceding the month she ceased to be working for the F.C.I. Since she had not worked for all the days in November, 1989, I will take up this with effect from November, 1988. The chart below would show her working days :—

November, 1988—20 days.  
December, 1988—25 days.  
January, 1989—23 days.  
February, 1989—21 days.  
March, 1989—21 days.  
April, 1989—23 days.  
May, 1989—24 days.  
June, 1989—24 days.  
July, 1989—19 days.  
August, 1989—25 days.  
September, 1989—25 days.  
October, 1989—21 days.

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Total 271 days.

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Without adding to it the number of Sundays and other holidays, she had worked for more than 240 days within 12 calendar months preceding the month of her departure.

41. Coming back to the exhibits, Ext. M-9 is an Office Order about transfer of two of the typists to Hazaribagh. Ext. M-10 is the copy of the award in a reference rendered by the Central Government Industrial Tribunal No. 2 at Dhanbad, dated 22-9-88 relating to holding of re-test in respect of 33 candidates. It will appear that in the award the holding of re-test was held to be not in order and the order of the management about discharge of the workmen on their failure in the re-test, to be not sustainable. Those were ordered to be reinstated into service with full back wages and consequential benefits.

42. In nut-shell I have discussed the entire evidence on the record, oral and documentary. Following facts emerge from the materials on the record—

- (i) Admittedly Smt. Ranjana Chakraborty was engaged by the District Manager of the F. C. I. at Ranchi office to do typing work which she did from 4-3-87 to 23-11-89.
- (ii) Though the management has claimed that beside doing work in the office she also took the work to her home, the preponderance of evidence is that she did her official work in the office itself. Even the management's witness has admitted, as pointed out, that the vouchers in Ext. M-8 series related to her work done by her in the office. Three of the witnesses of the concerned workman, who all were and are employed in the F. C. I. office at Ranchi, though WW-1 has admitted to have been superannuated, have given evidence in favour of the workman that she worked in the office during regular office hours.
- (iii) Admittedly the typewriter and all other implements of work were provided by the management.
- (iv) There is nothing on the record to show that during the relevant period the workman was working at any place other than in the office of the management.
- (v) Admittedly the work done by her were all related to the official business of the management.
- (vi) Obviously, the nature of work done by her was permanent in nature.
- (vii) Admittedly some typists were appointed in that office earlier besides one steno-typist who were performing the same nature of job and who were discharged from service after they failed in what the management claims to be re-test of competence. The management has admitted that thereafter the lone steno-typist working in the office could not cope up with the work of typing hence it was imperative, for running of the official business to engage a typist from outside.

(viii) Admittedly, the concerned workman was put to work by the head in that office, and she was also being paid for her work by the management.

(ix) There is nothing on the record to suggest the agreement between the two parties, even oral, had in any way envisaged that the engagement of the concerned workman was only temporary one, or was to come to an end after expiry of any particular period.

(x) Admittedly the concerned workman had worked in the office as such for a period of more than two and half years almost continuously. A break of a day or two or so would not indicate that there was any legal break in her engagement effected by the management or by the concerned workman herself, voluntarily. Obviously she could not work during the Sundays and other holidays.

(xi) During 12 calendar months immediately preceding the month in which she ceased to work, she had worked for much more than 240 days.

(xii) Admittedly the provisions of Sec. 25-F of the Industrial Disputes Act were not complied with by the management before she was put out of work.

43. Besides these, there are some points which I will discuss presently. It is submitted on behalf of the management that she had left the job voluntarily, as found in the evidence of MW-1. But MW-2 or MW-3 have not said anything to that effect. On the other hand, WW-4, the concerned workman, submitted in her evidence, as already seen, that on 23-11-90 she was called to the office of District Manager where he and the Asstt. Manager Sri Samaiyar were present, who both told her not to report for work with effect from 24-11-90.

44. Here I may mention that here the year '1990' appears to have been a clerical mistake because obviously she had ceased work since 24-11-89 which is admitted position and which also has been said by the concerned workman in para-1 of her evidence.

45. Coming back to her evidence, she has explained her denial of the suggestion that she had left work on her own because the earning was not sufficient, by saying that she was earning. On average, Rs. 900/- to Rs. 1000/- per month, hence she could not have left work on her own when even her husband was unemployed. There is a ring of truth in this statement. Therefore I find her case that she was stopped from work by the management with effect from 24-11-89, to be acceptable.

46. The points which I have catalogued to have been established, would prove that actually there was relationship between the management and the concerned workman as employer and employee and that the alleged oral contract about putting her to work on the basis of quantum of work done was a same one, and a camouflage to hide the catum of relationship of employer and employee. It is not very material even if she left the office after completion of her day's work if that was not objected to by the management. The evidence of workman's witness would clearly establish that she was the only typist in the office during the relevant period. Even if there was one steno-typist in the office, he must have been more concerned with his work as steno. It may be noted here that she was made to leave the work after rendering of an award in Ext. M-10 which is dated 22-9-88. However, it is not on the record as to when this award became enforceable, but that also must have taken sometime. Her work was of a permanent nature and her output towards the essential official work of the management. The management provided her all the implements for work and she worked in the office for more than two and half years. Therefore, obviously, there was relationship of employer and employee between the two notwithstanding the manner of her employment to work.

47. Shri B. Joshi, learned Counsel for the management has argued, as also mentioned in the written argument, that legally she could not have been appointed by the District Manager and for this he has pointed out Appendix-II of the F.C.I. Staff Regulations, 1971. He has pointed out that she could be appointed only by the Regional Manager or the Joint Manager. He has argued that only the employees of



Category-IV could be appointed by the District Manager.

48. Obviously while employing her to a work of permanent nature, the District Manager had not issued her any appointment letter. But he definitely had put her to regular work in the office for a considerable period, including for a period of more than 240 days within 12 calendar months, as already pointed out. Admittedly she did not get her employment alter her name was recommended by the Employment Exchange. Since she was not given employment strictly according to rules, there is no question of her being initially appointed by the Regional Manager or Joint Manager. But on the other hand, the management cannot be allowed to take work of permanent nature from a workman for a considerably long period, by providing the workman every working implement and attaining output of work strictly for official purposes and yet distinguish that workman in the matter of wages and facilities, from the regular employees or the management during the same nature of work. It is here that the principles of natural justice comes into play to correct a situation created by none other than the management itself.

49. The learned Counsel to the management has relied upon certain decisions. One is reported in 1991 Lab. I. C. 2055 (Smt. Pushpa Pushpa, U.P. VS. Anil Kumar and others), it was held in that decision that a worker working on unscheduled post on a temporary assignment, had no right of regularisation. Here the respondents were appointed for preparing certificates at a given rate on ad hoc basis. They were out of employment when the assignment spent itself out. The Hon'ble Supreme Court also found that they could not be given the status of a workman on the analogy of the provisions of Industrial Disputes Act, 1947, importing the incidents of completion of 240 days' work. Obviously, the facts of the instant case are different. I already have stated that there is nothing on the record to show that while initially putting the concerned workman to work, there was any stipulation that her employment could be limited for a certain period or would end on the happening of a particular event. Moreover, the provisions of the Industrial Disputes Act will apply since, on the facts and circumstances of the case, Smt. Chakraborty has the status of a workman under the Act.

50. Shri Joshi then relied upon another decision of Hon'ble Supreme Court reported in 1992 Lab. I. C. 2055 (Director, Institute of Management Development, U.P. VS. Smt. Pushpa Shrivastava, Respondent). But in that case the appointment was purely on ad-hoc basis and was to come to an end by efflux of time. The post that Smt. Pushpa was holding was subsequently abolished. But the facts of this case, as already explained, differ. However, in that case also their Lordships of Hon'ble Supreme Court had directed, on humanitarian ground, to allow continuance of her service till the end of existing calendar year and it was to be open to the Appellant to consider the regularisation of Respondent's services should it so desired. This was the observation of their Lordships while making it clear that this should not be construed as direction for regularisation.

51. The management also relied upon another decision reported in 1992 Lab. I. C. 2569 (Surendra Kumar Gyani VS. State of Rajasthan and another and two S.L.Ps.). In this case a question had arose whether or not the Department of State Insurance and Provident Fund of Government of Rajasthan was an 'industry' so as to attract the provisions of the Industrial Disputes Act, 1947. But the Hon'ble Supreme Court did not think it necessary to decide as to whether or not this Department was an industry, because the case was decided on other facts. Their Lordships found that the workman had not been given any permanent appointment and it was not intended to give them appointment on a regular basis because such appointment on regular post was not permissible under the Recruitment Rules, and that the Rajasthan Public Service Commission was required to select persons for employment in the cadre of Lower Division Clerks. It was observed that temporary posts were created as stop-gap arrangement and daily-rated clerks were appointed whose services came to an end on the availability of duly recruited persons. Their Lordships mentioned the case of State Government that the employees were not intended to be appointed on regular basis, even temporarily, and that it was made clear to them that their services could be terminated any time without notice. Their services were terminated when the Rajasthan Public Service Commission recommended persons for regular appointment. Even then Hon'ble Court took sym-

pathetic view in respect of the Appellants in the Civil Appeal and Petitioners in S. L. Ps. and observed that if they had requisite qualification, they should also be considered for appointment and for regularisation against the available vacancies.

52. But here it is settled that the F.C.I. is an 'industry' and the Industrial Disputes Act is applicable in the case of its workmen. It may again be pointed out that while putting the concerned workman to work, there is nothing to show that she was told that her engagement would be temporary or that she was liable to be stopped from work on suitable persons being made available for appointment, as per rules.

53. Therefore, in my opinion these decisions would not help the management.

54. Under such circumstances I find and hold that there was a relationship of employer and employee between the management of F.C.I. and the concerned workman, and that the oral contract was a camouflage to prevent the concerned workman regular service and facilities available to the regular workers doing the same work. The first issue is decided in favour of the concerned workman.

55. Point No. (ii) —

Obviously, therefore, her removal from employment in the circumstances already discussed would amount to retrenchment. Admittedly the provisions of Section 25-F of the Industrial Disputes Act were not complied with before making such retrenchment. Therefore her retrenchment was illegal.

56. Point No. (iii) —

In a case of retrenchment without complying with the provisions of Sec. 25-F of the Industrial Disputes Act the natural remedy is the order for reinstatement and for the back wages.

57. So far reinstatement is concerned it has been argued, as also brought on the record, that presently there was no need of a typist at the Regional Office. But, as already pointed, it has come on the record that this is a transferable job and a surplus of one station can be utilised at another station where there might be a need of a typist. The management has not contended that there is no vacancy anywhere in F.C.I. in the post of a typist.

58. Now coming to the question of back wages, obviously the concerned workman while she was working in the office was not being paid wages of a regular work and so long she worked there she continued accepting wages at the piece-rate basis. Therefore it does not appear proper to me to order the management to pay her back wages at the rate a regular employee was being paid, including requisite allowances and perks, if any. Therefore, in my opinion, the back wages should conform the norm of the rate at which she was being paid before her retrenchment. She will be reinstated and regularised in service, subject to the period of probation, and as provided under rules, only on this award becoming enforceable, after which she will be entitled to regular service. Therefore, the back wages should be fixed on the basis of monthly average of what she had actually earned in the 12 calendar months immediately preceding the month of her retrenchment.

59. From the order of reference in which the file number of the conciliation proceeding held by the Asstt. Labour Commissioner (Central), Ranchi has been given, it will appear that the dispute was raised sometime in the year 1991 whereas she was retrenched with effect from 23-11-89. The learned Counsel for the workman has argued that sometime had lapsed because the workman was pleading with the official of the management but no definite proof of that has been brought on the record. This delay is not big enough to treat the dispute as over-stale, still the management cannot be penalised for any delay made by the workman. Therefore, in my opinion, the back wages at the aforesaid rate should be payable to the concerned workman with effect from 3-9-91, the date on which this reference was received in this Tribunal. This should be paid from that date till the date of award becoming enforceable after which, if the concerned workman is not immediately reinstated in accordance with this award, she will be paid wages for further idle period at the rate payable to a regularly appointed Typist in the F.C.I.

60. Before parting with the order, it may be mentioned that this order also disposes of Reference No. 6 of 1992 in which, on a petition filed by the workman on 15-12-92, order was passed on 19-2-93 for hearing both the cases analogously. It appears that in Reference No. 6 of 1992 exactly the same dispute was referred for adjudication, with the order or reference tallying verbatim.

61. Following, therefore, is the Award —

In view of the fact that the workman has proved that there was relationship of employer and employee between the management and her and that she was retrenched without conforming to the provisions of Section 25-F of the Industrial Disputes Act, the management is hereby directed to reinstate the concerned workman as Typist, and to pay her back wages from the date and in the manner as indicated above.

Under the circumstances of the case, there will no order as to the cost.

P. K. SINHA, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3144—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार लक्ष्मी कॉमर्शियल बैंक लि. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3 नवम्बर, 1995 को प्राप्त हुआ था।

[संख्या एन-12012/172/86-डी II (ए)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3144.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Laxmi Commercial Bank and their workmen, which was received by the Central Government on the 3rd November, 1995.

[No. L-12012/172/86-D.II(A)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 31 of 1987

In the matter of dispute between :

Sri Parmatma Ram,  
C/o V. N. Sekhari,  
26/104 Birhana Road,  
Kanpur.

AND

The Assistant General Manager,  
Canara Bank, Staff Section,  
Disciplinary Cell, Circle Office,  
Marshall House,  
Hanuman Road, Parliament Street,  
New Delhi-110001.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/172/86-D.II(A) dated 9th March,

1987, has referred the following dispute for adjudication to this Tribunal—

‘Whether the action of the management of Laxmi Commercial Bank (umalgated with Canara Bank) in terminating the services of Ex-temporary peon Shri Parmatma Ram w.e.f. 23rd March, 1984 is justified and legal? If not, to what relief the workman concerned is entitled?’

2. In the instant case parties have filed a settlement on 19th September, 1995 with the request that the reference may be answered accordingly. Terms of settlement is as under—

1. Sri Parmatma Ram is agreeable to give up his claim for back wages till the date of his reporting for duty as sub-staff.

2. Sri Parmatma Ram s/o Sri Udho Ram will be absorbed as sub-staff in Canara Bank in terms and conditions of this settlement from the date of his reporting to the duty as per the orders.

3. Sri Parmatma Ram will be posted as sub-staff at Lucknow and the bank will issue order within 30 days from the date of the settlement.

4. Sri Parmatma Ram has no other claim against the Canara bank.

In view of the terms of settlement, the reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का.आ. 3145—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थन रेलवे के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-95 को प्राप्त हुआ था।

[संख्या एन.-41011/47/90-आई आर (बी आई)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3145.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, and their workmen, which was received by the Central Government on the 3rd November, 1995

[No. L-41011/47/90-I.R. (B.I)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 146 of 1991

In the matter of dispute between :  
The Assistant General Secretary,  
Uttar Railway Karamchari Union,  
39-II J Multistoreyed Colony,  
Charbagh Lucknow

AND

Sr. D. C. S. Northern Rlv.  
Allahabad.

## AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-41011/47/90-I.R.(D.U.) dated 18th September, 1991 has referred the following dispute for adjudication to this Tribunal—

Whether the D.P.O. and D.C.S. Northern Railway Moradabad are justified in terminating the services of S/Shri Uma Kant and Hem Nath w.e.f. 1st July, 1983. If not, what relief the workman concerned are entitled to?

2. It is unnecessary to give facts of the case as on behalf of the concerned workmen, his authorised representative D. P. Awasthi, has made endorsement on the claim petition that he does not press the claim.

3. In view of above endorsement, I answer the reference in the affirmative and against the workmen and as such the concerned workmen are entitled to no relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3146—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबन्धन के सम्बन्ध नियोजकों और उनके कर्मचारों के बीच, प्रनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-95 को प्राप्त हुआ था।

[संख्या एल.-41011/45/90-आई आर बी आई]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3146.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, and their workmen, which was received by the Central Government on the 3rd November, 1995.

[No. L-41011/45/90-IR B.I]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 149 of 1991

In the matter of dispute between:  
The Assistant General Secretary,  
Uttar Railway Karamchari Union,  
39-II J. Multistorved Colony,  
Charbagh, Lucknow.

AND

D.P.O. & Sr. D.C.S.  
Northern Railway,  
Moradabad.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-41011/45/90-I.R.(D.U.), dated 15th September, 1991, has referred the following dispute for adjudication to this Tribunal—

“Whether the D.P.O. and D.C.S. Northern Railway, Moradabad are justified in terminating the services of S/Shri Amir Ahmed and Kanthoo Lal, Labours w.e.f. 1st July, 1983? If not, what relief he is entitled to and from what date?”

2. It is unnecessary to give facts of the case as on behalf of the concerned workmen, his authorised representative D. P. Awasthi, has made endorsement on the claim petition that he does not press the claim.

3. In view of above endorsement, I answer the reference in the affirmative and against the workmen and as such the concerned workmen are entitled to no relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का. आ. 3147—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-95 को प्राप्त हुआ था।

[संख्या एल.-41012/79/92-आई आर बी आई]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3147.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Northern Railway, and their workmen, which was received by the Central Government on the 3rd November, 1995.

[No. L-41012/79/92-I.R. B.I]  
P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 86 of 1993

In the matter of dispute between:  
President,  
Uttar Railway Karamchari Union,  
6, Navin Market, Kaisarbagh,  
Lucknow.

AND

Senior D.S.T.E.,  
Uttar Railway,  
Hazratganj,  
Lucknow.

## AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-41012/79/92-I.R.(D.U.) dated 30th September, 1993 has referred the following dispute for adjudication to this Tribunal—

Whether the demand of the Union (URKU) to regularise Sri Malay Kumar Chatterjee working under senior DSTE Northern Railway Lucknow as Typist w.e.f. 4th March, 1971 and also promotion to the post of Sr. Typist from the date of his juniors have been promoted to that post is justified? If so, what relief the workman concerned is entitled to?

2. In the instant case the Union did not file the statement of claim despite availing of repeated opportunities. It therefore, appears that the Union is not interested in prosecuting the case.

3. Therefore, the first part of the reference is answered in affirmative holding that the concerned workman is entitled to no relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 6 नवम्बर, 1995

का.आ. 3148.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्थ ईस्टर्न रेलवे के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-95 को प्राप्त हुआ था।

[संख्या एल.-41011/32/92-आईआर बीआई]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 6th November, 1995

S.O. 3148.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of N. E. Railway and their workmen, which was received by the Central Government on the 3rd November, 1995.

P. J. MICHAEL, Desk Officer

[No. L-41011/32/92-IRBI]

## ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 62 of 1993

In the matter of dispute between:  
Secretary,  
Purvottar Railway Shramik Sangh,  
6 Navin Market, Kalsarbagh,  
Lucknow.

AND

Assistant Engineer,  
North Eastern Railway,  
Sitapur.

## AWARD

1. Central Government, Ministry of Labour, vide its notification No. L-41011/32/92-I.R.(DU) dated 19th August, 1993, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the Assistant Engineer N.E. Railway, Sitapur is imposing penalty of withholding of the increments (cumulative) of S/Sri Ram Sewak and Dularey, Gangmen is justified? If not what relief the workmen concerned is entitled to?

2. In the instant case Union did not file any statement of claim despite availing of sufficient opportunities. As such it appears that it is not interested in prosecuting the reference.

3. It is, therefore, held that the Union is not entitled to any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 8 नवम्बर, 1995

का.आ. 3149.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-11-95 को प्राप्त हुआ था।

[संख्या एल.-12012/18/91-आईआर बीआई]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 8th November, 1995

S.O. 3149.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.B. of Patiala and their workmen, which was received by the Central Government on 6-11-1995.

[No. L-12012/18/91-IR B.I]

P. J. MICHAEL, Desk Officer

## ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 54/91

Bajrang Kumar Vs. State Bank of Patiala

For the workman—Shri D. L. Sikka.

For the management—Shri N. K. Zakhmi.

## AWARD

Dated, the 26th September, 1995

The Central Government exercising the powers U/S 10(1)(d) of the Industrial Disputes Act 1947 (for short called as Act) vide its letter No. L-12012/18/91-IR (B-III) dated 8th May 1991, has referred the following dispute to this Tribunal for adjudication :—

Whether the action of the State Bank of Patiala in relation to their Tohana Branch in terminating the services of Shri Bajrang Kumar son of Shri Banarsi

Dass w.e.f. 1-3-86 was justified. If not, to what relief the workman is entitled to?"

The workman raised the industrial dispute by serving the demand notice U/S 2(a) of the Act, Conciliation proceedings were taken up by the Labour-cum-Conciliation Officer. The Patiala at its Tohana Branch against permanent vacancy and the above noted reference.

On receipt of the reference, notices were issued to the workman as well as to the management. The workman submitted his claim statement dated 8-6-91, in which he pleaded that he was appointed as peon with State Bank of Patiala at its Tohana Branch against permanent vacancy and he served the management for the following period :—

From	to	No. of days
18-06-85	17-08-85	61
23-08-85	14-09-85	23
15-10-85	14-12-85	61
19-10-85	19-01-86	32
22-01-86	28-02-86	38
Total		215 days

He pleaded that the management did not allow him to perform his duties on 1-3-1986 and did not give him any termination order. It was pleaded that no retrenchment compensation was paid and that after termination of the services of the workman, fresh appointments in place of workman were made. The workman demanded his reinstatement with continuity of service, back wages and all consequential benefits arising thereof.

The management however pleaded that the workman was engaged as godown chowkidar for a specified period w.e.f. 18-6-85 and worked intermittently up to 28-2-1986 in Tohana Branch of the Bank. It was alleged that he worked with the management for the following days :—

From	to	Nos. of days
18-6-85	30-6-85	13
1-7-85	31-7-85	31
1-8-85	17-8-85	17
23-8-85	31-8-85	09
1-9-85	14-9-85	14
15-10-85	31-10-85	17
1-11-85	30-11-85	30
1-12-85	14-12-85	14
19-12-85	31-12-85	13
1-1-86	19-1-86	19
22-1-86	31-1-86	10
1-2-86	28-2-86	28
Total :		215

From the above it is claimed that the workman did not work 240 days in a calendar year. It was also pleaded that godown chowkidars are employed at factory premises of the borrowers to whom the loans/advances are granted by the bank and these posts are abolished when the account of the borrowers are adjusted. It was pleaded that no compensation was required to be paid, as the management has not infringed any legal right of the workman. The action of the management is legal, just and proper. It was also pleaded that claim of the workman is hopelessly belated and time barred and on these premises the management prayed for the rejection of the claim of the workman.

The workman submitted replication controverting the allegations of the management in the written statement filed and reiterated his earlier assertions of the claim statement.

The parties were called upon to adduce evidence. Workman submitted his affidavit Ex. W-1 and he was cross-examined. The management produced affidavit Ex. M-1 of Shri P. C. Singhal Manager of the Tohana Branch of the bank. The said Shri P. C. Singhal was also cross-examined.

I have heard the representatives of the parties and also have gone through the written arguments submitted on behalf 2770 GI/95—11

of the workman. During cross-examination, the workman has admitted the break up given in his affidavit Ex. W-1 is wrong, although total number of days for which he had worked is correct P. C. Singhal tendered affidavit Ex. M-1 on behalf of the management and testified that he has sworn his affidavit on the basis of the record would be thus seen that the break up of the days as given affidavit Ex. M-1 is correct. The same having been given on the bank of the official record. In any case the workman admittedly ing 12 months from the date of his termination. It is also ing 12 mths from the date of his termination. It is also the case set up by workman. The workman in his written arguments has referred to process as laid down in Sastry Award and Bipartite Settlement learned representative of the workman, argued that it was incumbent upon the bank to take the workman on probation as envisaged in para 20.7 and para 20.8 of the Bipartite settlement and para No. 495 the Sastry Award. Para 20.8 of the Bipartite settlement reads under :—

- (a) Power/permission to appoint a temporary workman to fill a permanent vacancy.
- (b) provided that such temporary appointment shall not exceed a period of three months.
- (c) During which the bank shall make arrangements for filling up the vacancy permanently.
- (d) if such a temporary workman is eventually select for filling up the vacancy permanently the period such temporary employment shall be taken into account as part of his probationary period.

Para 495 of the Sastry Award also stipulates probation period of three months, six months and in the special circumstances nine months. According to the representative of the workman, workman will be deemed to have been confirmed after expiry of six months. I do not agree with the contention raised. The reference this case have been made to this Court under the Provisions of Industrial Disputes Act, 1947. Industrial Dispute Act is a special enactment. It is quite well settled that a special statute over the general provisions of law. The Sastry Award and Bipartite settlement stood automatically over ruled by the provisions of Industrial Disputes Act in the present case. There is no evidence the record to show that the services of the were deliberately terminated in order to prevent him from completing 240 days continuous service in a calendar year. Similarly, there is no evidence on the record to show that any fresh recruitment was made in place of the workman. Since the workman had not rendered 240 days service continuously therefore, no retrenchment compensation required to be paid nor any enquiry was required to be held. Made over the alleged termination took place some where in the year 1986, whereas the industrial dispute was raised some where in the year 1991 after the expiry of about five years. This inordinate delay fatal to the case of the workman.

Thus viewed from any angle, the termination of services of the workman does not suffer from any infirmity illegality and the workman is not entitled to any relief on the court.

The reference shall stand answered accordingly.

Appropriate Government be informed.

Chandigarh,

Dated : 26-9-1995.

S. R. BANSAL, Presiding Officer

नई दिल्ली, 8 नवम्बर, 1995

का.प्रा. 3150 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबन्धतंत्र के द्वारा नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकशित करती है, जो केन्द्रीय सरकार को 6-11-95 को प्राप्त हुआ था।

[संख्या एल.-12012/24/91-आई आर (बी 3)]

पी. जे. माइकल, डेस्क अधिकारी

New Delhi, the 8th November, 1995

S.O.3150.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.B. of Patiala and their workmen, which was received by the Central Government on 6-11-1995.

[No. L-12012/24/91-IR (B III)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, CHANDIGARH

Case No. I. D. 51/91

Raj Kumar Vs. State Bank of Patiala

For the workman—Shri D. L. Sikka.

For the management—Shri N. K. Zakhmi.

#### AWARD

Dated, the 26th September, 1995

The Central Government exercising of the powers U/S 10(1)(d) of the Industrial Disputes Act 1947 (for short called as the Act), vide No. L-12012/24/91-IR (B-III) dated 30th April, 1991, has referred the following dispute between the workman Raj Kumar and the management of State Bank of Patiala to this Court for adjudication :

“Whether the action of the management of State Bank of Patiala in relation to their Kungar Branch in not providing employment to Shri Raj Kumar son of Shri Abhey Ram after 5-1-1989 and terminating his services is fair, just and legal ? If not to what relief the worker concerned is entitled to and from what date ?”

The workman raised a industrial dispute serving demand notice U/S 2(k) of the Act. Conciliation proceedings were taken up by the Labour-cum-Conciliation Officer. The same however, having failed, the appropriate Government made the above noted reference.

On receipt of the reference, notices were issued to the workman as well as management. The workman appeared and submitted his statement of claim. The plea taken by the workman is that he was appointed as Kahar in State Bank of Patiala at its Kungar (District Bhiwani) Branch and he joined as such on 1-1-1988 and that his services were confirmed after expiry of six months w.e.f. 1-7-1988 as contained in para 495 of Sastry Award. According to the workman, he continued serving up to 5-1-1989 and his services were terminated 6-1-1989 when the management did not allow him to resume his duty. It is alleged that no charge sheet was served nor any enquiry was held and that the workman rendered continuous service of more than 240 days in a period preceding 12 months of his date of termination. The workman, therefore, demanded reinstatement with continuity of service and back wages.

The management in the written statement filed on 29-4-1992 resisted the claim of the workman. It was pleaded that the workman was engaged on part time Kahar from 1-1-1988 on a consolidated salary of Rs. 100 per month on purely

temporary basis for carrying the water to the branch and that he was never confirmed in the service and further that he worked with the management in the said employment up to 31-12-1988 and thereafter of his own volition abandoned his job. Since he was working on part time basis letter of termination was not issued nor any retrenchment compensation was paid. It was pleaded that the reference is bad in law as workman has failed to implead the proper parties. It was also pleaded that the workman does not fall within the purview of definition of regular employee as defined under the provisions of the Act, and he has no legal right to claim reinstatement and therefore, his claim may be rejected.

The workman submitted replication controverting the allegation of the management as contained in the written statement and reasserted his earlier pleas of the claim statement.

The parties were asked to adduce evidence in support of their respective claims. The workman submitted his own affidavit Ex. W-1 and also tendered certificates Ex. dated 4-5-1988 and Ex. W-3 dated 5-1-1989. He appeared in the witness box and was cross-examined and admitted during cross-examination that he was appointed as Kahar on 1-1-1988 on part time basis and his duty was to bring water from outside and supply the same inside the branch of the bank. He further denied having voluntarily abandoned his job after 31-12-1988 and admitted that after termination of his services he used to work on daily wages basis and earning Rs. 28 to Rs. 30 per day. The management also produced affidavit Ex. M-1 of Poojan Lal Goyal branch Manager of the management's bank and Shri Goyal appeared in the witness box as MW-1 and was cross-examined and stated that the workman worked with the management for the period from 1-1-1988 to 31-12-1988 on the consolidated salary of Rs. 100 per month and that he was on a part time. He further admitted the correctness of certificate Ex. W-2 and Ex. W-3 and further admitted that no charge sheet was issued to the workman and no enquiry was held against him.

I have gone through the written arguments submitted by Shri D. L. Sikka rep. of the workman and heard Shri N. K. Zakhmi appeared on behalf of the management. I have also carefully scrutinized the entire evidence produced on record.

From the above detailed facts, it is admitted case of both the parties that the workman worked on part time basis as Kahar with the management from 1-1-1988 to 31-12-1988. The claim of the workman that he worked up to 5-1-1989 has not been substantiated on the file. The Statement of the workman on this score is silent. Although certificate Ex. W-3 is dated 5-1-1989. However his affidavit Ex. W-1 shows that he continued in the service up to 5-1-1989. The affidavit Ex. M-1 filed on behalf of the management further shows that the workman was engaged as part time Kahar from 1-1-1988 on consolidated salary of Rs. 100 per month and that he worked up to 31-12-1988. The question as to whether the workman remained on job upto 31-12-1988 and date of termination dated 5-1-1989 is immaterial so far as the present dispute is concerned. In any case, he has worked for more than 240 days of continuous service in a calendar year. It is admitted by the management itself that no charge sheet was served and no enquiry was held against the workman. The learned representative of the workman in the written argument has referred to para No. 508 of Sastry Award according to which employees are classified in the four categories i.e. permanent employees, probationers, temporary employees and part-time employee. He has also referred to para No. 495 of the Sastry Award, according to which, the workman is initially appointed on probation for three months or six months as the case may be and that his probation can further be extended up to three months. He submitted that workman was confirmed in the service w.e.f. 1-7-1988 after the expiry of six months and that as per the provisions of the Sastry Award/Deoli Award Binartite Settlement, the services of the workman could not have been terminated except in accordance with the provisions as contained in para 195, 196 and 198 of Binartite Settlement, according to which it was incumbent upon the

management to hold enquiry against the workman. On the basis of this submission, he wanted this Court hold that termination of the services of the workman was illegal and he is entitled to reinstatement with all consequential benefits. I have given my deepest consideration to the entire matter and find myself unable to agree with the contention raised on behalf of the workman. The present proceedings have been referred to this Court under the provisions of the Industrial Disputes Act, 1947 and the decision shall have to be in accordance with the law contained therein. It is quite evident from the provisions of the law that if there is a dispute between general Act and a special enactment, the provisions of the special law would prevail. The Sasstry, Desai Award/Bipartite Settlement at the most statutory provisions between various sections of the employees and the workman. They can at the moment termed as subordinate legislation and in any case may be termed as primary piece of legislation and in the present case, the provisions of the Industrial Disputes are in the nature of special enactment and these power shall prevail in the dispute between the workman and the management. Now the short question determination before this Court as to whether the services rendered by employee on part time basis is continuous services within the meaning of Section 2(s) of the I. D. Act. Similar question arose in a recent judgement of our High Court, in Ram Lakhan Singh Vs. The Presiding Officer Labour Hon. Court, Chandigarh and another, 1989 Lab. J. C. 1659, wherein it was ruled as under :

"Industrial Disputes Act (1947), Sections 25-B, 25-F Scope Continuous service Person employed on part time basis and subsequent on temporary and ad-hoc basis. Termination of his service Period during which he worked on part time basis could not be taken as continuous service in order to invoke provisions to Section 25-F".

In this case, the workman was appointed initially as a part time mali for two hours a day and later on it was modified as four hours a day. When he was working two hours a day, he was paid Rs. 73 per month when he was working four hours a day he was paid Rs. 113 per month. This part time job continued from 14-7-80 to 5-2-1981. Later on the workman was appointed as Chowkidar on purely temporary basis and for the period of 89 days on 6-2-1981 and again by the order dated 18-6-1981 the period was extended up to 18-6-1981 and on that day he was relieved from duty. The Labour Court had held that the period from which he was employed as part time mali can not be treated for the purpose of continuous service within the meaning of Section 25-B of the Act and therefore, is not a case of retrenchment U/S 25-F of the Act. He filed a Civil writ Petition which was dismissed and L.P.A. against the decision rendered was also dismissed by the learned division bench with the aforesaid observations. This authority to my mind, applied from all four corners to the facts of the present case. It is admitted case of both the parties, that the workman was employed as part time Kahar and his job was to carry water from out side and pour it into the pitchers kept inside of the branch of the Bank. According to the workman, he worked only on part time basis. The work part time does imply that there is no prohibition for the worker to have employment in more than one place outside the part time employment. It is not an exclusive employment under the one employer and therefore, services rendered by him can not be said to continuous service within the meaning of Section 2(s) of the Act.

Following the dictum of law as laid down in the aforesaid judgement, I am of the clear view that the workman has not rendered continuous service of 240 days during 12 calendar months prior to his retrenchment and there is no violation of Section 25F of the Act. Therefore, no charge sheet was required and no enquiry was required to be held. Similarly, no retrenchment compensation was required to be paid. I therefore, hold that the termination of the services of the workman is fully legally and justified and does not suffer from any illegality and the workman is therefore, not entitled to have any relief. The reference shall stand answered accordingly.

Chandigarh.

Dated : 26-9-1995.

S. R. BANSAL, Presiding Officer

नई दिल्ली, 8 नवम्बर, 1995

का.आ. 3151.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवादों में केन्द्रीय सरकार औद्योगिक अधिकरण षण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-11-95 को प्राप्त हुआ था।

[संख्या एल.-12012/19/91-आई आर (बी-3)]

पी. जे. माईकल, डैस्क अधिकारी

New Delhi, the 8th November, 1995

S.O. 3151.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on the 6-11-95.

[No. L-12012/19/91-IR (B-III)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING OFFICER,  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-  
LABOUR COURT, CHANDIGARH

Case No. I. D. 53/91

Ramesh Kumar Vs. State Bank of Patiala.

For the workman : Shri D. L. Sikka.

For the management : Shri N. K. Zakhmi

Dated 26-9-1995

AWARD

The Central Govt. exercising the powers U/S 10(1)(d) of the Industrial Disputes Act 1947 (for short called as Act) vide its letter No. L-12012/19/91-IR (B. III), dated 3rd May, 1991, has referred the following dispute to this Tribunal for adjudication :—

"Whether the action of the management of State Bank of Patiala in relation to their Tohana Branch in terminating the services of Shri Ramesh Kumar S/o Shri Melu Ram w.e.f. 1-4-86 was justified? If not, to what relief the workman is entitled to?"

The workman raised the industrial dispute by serving the demand notice U/S 2(a) of the Act. Conciliation proceedings were taken up by the Labour-cum-Conciliation Officer. The same however having failed, appropriate Govt. made the above noted reference.

On receipt of the reference, notices were issued to the workman as well as to the management. The workman submitted his claim statement dated 8-6-91, in which he pleaded that he was appointed as peon with State Bank of Patiala at its Tohana Branch against permanent vacancy and he served the management for the following period :—

From	to	No. of days
9-12-82	7-3-83	89
5-11-85	27-1-86	84
4-3-86	31-3-86	28
Total		201 days

He pleaded that the management did not allow him to perform his duties on 1-4-86 and did not give him any termination order. It was pleaded that no retrenchment com-

pensation was paid and that after termination of the services of the workman, fresh appointments in place of workman were made. The workman demanded his reinstatement with continuity of service, back wages and all consequent benefits arising therefrom.

The management however pleaded that the workman was engaged as godown chowkidar for a specified period w.e.f. 9-12-1982 and worked intermittently up to 31-3-1982 in Tohana Branch of the Bank. It was alleged that he worked with the management for the following days :—

From	To	No. of days
9-12-1982	31-12-1982	23
1-1-1983	31-1-1983	31
1-2-1983	8-2-1983	7
14-2-1983	28-2-1983	23
1-3-1984	7-3-1984	7
5-11-1985	33-11-1985	26
1-12-1985	31-12-1985	31
2-1-1986	4-1-1986	3
7-1-1986	27-1-1986	23
4-3-1986	31-3-1986	28
Total		192

From the above it is claimed that the workman did not work 240 days in a calendar year. It was also pleaded that godown chowkidars are employed at factory premises of the borrowers to whom the loans/advances are granted by the bank and these posts are abolished when the account of the borrowers are adjusted. It was pleaded that no compensation was required to be paid, as the management has not infringed any legal right of the work. The action of the management is legal, just and proper. It was also pleaded that claim of the workman is hopeless belated and time barred and prayed for the rejection of claim of the workman.

The workman submitted replication controverting the allegations of the management in the written statement filed and reiterated his earlier assertions of the claim statement.

The parties were called upon to adduce evidence. Workman submitted his affidavit Ex. W1 and he was cross-examined. The management produced affidavit Ex. M1 of Shri P. C. Singhal Manager of the Tohana Branch of the bank. The said Shri P.C. Singhal was also cross-examined.

I have heard the representatives of the parties and also have gone through the written arguments submitted on behalf of the workman. During cross-examination, the workman has admitted that the break up given in his affidavit Ex. W1 is wrong, although the total number of days for which he had worked is correct. MW1 P. C. Singhal tendered affidavit Ex. M1 on behalf of the management and testified that he has sworn his affidavit on the basis of the record. It would be thus seen that the break up of the days as given in affidavit Ex. M1 is correct. The same having been given on the basis of the official record. In any case the workman admittedly did not work for 240 days continuously for the period preceding 12 months from the date of termination. It is also the case set up by the workman. The workman in his written arguments has referred to the process as laid down in Sastry Award and Bipartite Settlement. The learned representative of the workman, argued that it was incumbent upon the bank to take the workman probation as envisaged in para 20.7 and para 20.8 of the Bipartite Settlement and para No. 495 of the Sastry Award. Para 20.8 of the Bipartite Settlement reads as under :—

- Power/permission to appoint a temporary workman to fill a permanent vacancy.
- provided that such temporary appointment shall not exceed a period of three months.
- During which the bank shall make arrangements for filling up the vacancy permanently.
- if such a temporary workman is eventually selected for filling up the vacancy permanent the period of such temporary employment shall taken into account as part of his probationer period.

Para 495 of the Sastry Award also stipulates probation period of three months six months and in the special circumstances nine months. According to the representative of the workman, the workman will be deemed to have been confirmed after expiry of six months. I do agree with the contention raised. The reference in this case have been made to this Court under the Provisions of the Industrial Disputes Act, 1947. Industrial Disputes Act is a special enactment. It is quite well settled that a special statute overrides the general provisions of law. The Sastry Award and Bipartite Settlement stood automatically over ruled by the provisions of the Industrial Disputes Act in the present case. There is no evidence on the record to show that the services of the workman were deliberately terminated in order to prevent him from completing 240 days of continuous service in a calendar year. Similarly, there is no evidence on the record to show that any fresh recruitment was made in place of the workman. Since the workman had not rendered 240 days of service continuously, therefore, no retrenchment compensation was required to be paid nor any enquiry was required to be held. More over the alleged termination took place some where in the year 1986, whereas the industrial dispute was raised some whereas in the year 1991 after the expiry of about five years. The inordinate delay is fatal to the case of the workman.

Thus viewed from any angle, the termination of the service of these workman does not suffer from any infirmity or illegality and the workman is not entitled to any relief on this count.

The reference shall stand answered accordingly.  
Appropriate Government be informed.

Chandigarh,  
26-9-1995.

S. R. BANSAL, Presiding Officer

नई दिल्ली, 9 नवम्बर, 1995

का.आ. 3152.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में; केन्द्रीय सरकार वेस्टर्न रेलवे के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-95 को प्राप्त हुआ था।

[संख्या एन-41012/67/91-आई आर (डीयू)]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 9th November, 1995

S.O. 3152.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Bombay No. 2 as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Western Rly. and their workmen, which was received by the Central Government on 8-11-95.

[No. L-41012/67/91-IR(DU)]

P. J. MICHAEL, Desk Officer

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/15 of 1992

Employers in relation to the Management of Western Railway, Bombay.



## AND

Their Workmen.

## APPEARANCES :

For the Management : Shri V. Narayanan, Advocate.

For the Workmen : Shri M. B. Anchan, Advocate.

Bombay, dated 12th October, 1995

## AWARD

The Government of India, Ministry of Labour by its letter No. L-41012/67/91-IR(DU), dated 4-3-92 had referred to the following industrial dispute for adjudication :

"Whether the action of the management of Western Railway in terminating the services of Shri Ganpat Patil working under the different divisional engineer (Divisional Railway Manager, Bombay Division, Western Railway) is justified? If not, what relief he is entitled to?"

2. Paschim Railway Karamchhari Parishad, through its Divisional Secretary filed the Statement of Claim. It is contended that the worker Ganpat Patil had worked in Bombay Division of Bombay Western Railway Administration in the Engineering Department in various Inspectors of works/Bridge Inspector etc. for more than 120 days in six months and 240 days in a one year and had acquired a temporary status under the provisions of the Indian Railway Establishment Manual. It is averred that as such he is entitled to all the benefits of temporary servant. It is submitted that when his services were terminated he was not given 14 days notice as required under the Indian Railway Establishment Manual and one months notice under the Industrial Disputes Act of 1947. It is averred that he was also not paid the retrenchment compensation as contemplated under the law.

3. The Union pleaded that the Management had given artificial breaks to deprive the worker from continuity of service. It is asserted that the management had not prepared any seniority list of casual labourers. It is, therefore, the Juniors to the present workers were appointed in his place without following the principles of last come first go. The workmen pleaded that the action of the management of his termination is illegal and void. He prayed that he may be reinstated in services with continuity and back wages along with other reliefs.

4. The management resisted the claim by their written statement Ex. 3. It is averred that the particulars of attendance given by the worker are denied. It is submitted that the workmen had not completed 120 days in six months 240 days in a year and acquired the temporary status as pleaded. Under such circumstances it is the case of the management that the workmen is not entitled to any notice as averred. It is submitted that the workmen is also not entitled to retrenchment compensation as claimed. It is submitted that the list of casual labourers as required under law is prepared by the Opponent. It is submitted that for all these reasons the workmen is not entitled to any reliefs as claimed.

5. The issues that fall for my consideration and my findings there on are as follows :

## ISSUES

## FINDINGS

1. Whether the action of the management of Western Railway in terminating the services of Shri Ganpat Patil working under the different divisional engineer (Divisional Railway Manager, Bombay Division, Western Railway) is justified?

The action is justified.

2. If not, what relief he is entitled to?

Does not survive.

## REASONS

6. Shri Ganpat Patil (Ex. 6) affirms that he was a casual labour under the Bridge Inspector, Western Railway, Borivli in different capacities. He worked from 21-4-81 to 25-4-82 having different breaks. He states that he worked for :

21-4-81 to 20-5-81	31 days
23-11-81 to 20-2-82	90 days

22-3-82 to 25-4-82	35 days
7-6-82 to 20-8-82	75 days
11-2-84 to 25-6-84	135 days
21-4-87 to 28-7-87	91 days

7. In the cross examination Ganpat Patil had admitted that he was on 24 days leave between 11-2-84 to 25-6-84 and had gone to the village. If this is so the contentions of Patil that he worked for more than 240 days between 11-2-84 to 25-6-84 is not acceptable. It is pertinent to note that K. Unnikrishnan (Ex. 9) affirms regarding the attendance of Patil on the basis of the Yellow Card kept to the worker. He also produced extract from the muster roll. They are along with (Ex. 12). On its basis it is tried to suggest to the worker that he worked for 86 days between 23-11-81 to 20-2-82 and that on 4th January, 1982 and 9th February, 1982 he was absent. He denied the suggestions but from the service card and the extracts from the muster roll whatever disposed from Patil appears to be incorrect. From document and the record the case of Unnikrishnan appears to be correct.

8. Unnikrishnan had affirmed that the workman had left the job on its own accord. It appears that the workmen left the job after completion of the casual work and did not report to the duties for getting another casual work which was used to given to him. Unnikrishnan had affirmed that no letter was given to the worker granting him the status of casual labour. He had affirm that the workmen was appointed for a specific period for the particular extra labour allotment, stating therein that he will be paid wages @Rs. 23.85 ps. per day and his services will be over from 20-7-87. In other words the management engaged casual labour for a particular work in completing in that period. There the appointment was for that much period for the worker as he was a casual labour. It is tried to suggest on behalf of the worker that his services were terminated and the Juniors to him were kept in the service or when they were given assignments, but there is no evidence to that effect.

9. Unnikrishnan affirms that seniority list of the casual labour who were working on the Project Casual Labours were maintained. The worker was a casual labour of open line, therefore, there was no question of including his name in the list of casual labourers maintained by the Division. There is no cross examination of these assertion which I found to be correct.

10. From the record it reveals that as the workmen did for complete the requisite days he did not acquired the temporary status. It appears that he worked for ;

(a) 21-4-81 to 20-5-81 left service on 21-5-81	30 days.
(b) 23-11-81 to 20-2-82 left service on 21-2-82	86 days.
(c) 22-3-82 to 25-4-82 left service on 26-4-82	30 days.
(d) 7-6-82 to 20-8-82 left service on 21-8-82	75 days.
(e) 11-2-84 to 25-5-82 left service on 26-6-82	24 days.
(f) 21-4-87 to 20-7-87	

11. For all this reasons I record my findings on the issues accordingly and pass the following order.

## ORDER

1. The action of the management of Western Railway in terminating the services of Shri Ganpat Patil working under different divisional engineer (Divisional Railway Manager, Bombay Division, Western Railway) is justified.

2. No order as to cost.

S. B. PANSE, Presiding Officer

नई दिल्ली, 9 नवम्बर, 1995

## CHARGE-SHEET

का.आ. 3153.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडोर के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-95 को प्राप्त हुआ था।

[संख्या एल.-12012/45/87-डी II ए/(आर वी)]  
पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 9th November, 1995

S.O. 3153.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 8-11-95.

[No. I-120012/45/87-D IIA(RB)]  
P. J. MICHAEL, Desk Officer

## LABOUR COURT, JABALPUR (M.P.)

Case Ref. No. CGIT/LC(R)(27)/1988

## BETWEEN :

Shri R. C. Malvi, Cashier/Godown Keeper, State Bank of Indore, Shamshabad Branch, R/o House No. 13, Street No. 1, Barshipura 1, Immammigate, Bhopal (MP).

## AND

The Regional Manager, State Bank of Indore, Regional Office, 4 Maharana Pratap Nagar, Bhopal (M.P.).

PRESIDED IN.—By Shri Arvind Kumar Awasthy.

## APPEARANCES :

For Workman.—Shri R. C. Srivastava, Advocate.

For Management.—Shri K. N. Pethia, Advocate.

INDUSTRY : Banking. DISTRICT : Bhopal (MP).

## AWARD

Dated, September 27th, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. I-12012/45/87-D.II(A) Dated 2-3-1988, for adjudication of the following industrial dispute :—

## SCHEDULE

"Whether the action of the management of State Bank of Indore in relation to their Indore Branch, Shamshabad in dismissing Shri R. C. Malvi, Cashier/Godown Keeper from the Bank's service vide Bank's Order dated 9-4-84 is justified? If not, to what relief the workman is entitled?"

2. Admitted facts of the case are that the workman, Shri R. C. Malvi, was employed as Cashier-cum-Godown Keeper at Shamshabad Branch of the State Bank of Indore; that Shri R. K. Agarwal, Officer (Senior Management Grade Scale IV) was appointed as the Enquiry Officer to enquire into the charges which constitutes misconduct within the meaning of paras. 19.5(j) & (k) of the Bipartite Settlement dated 19th October, 1966. Following is the charge-sheet :—

(i) While attending to work relating to agriculture advances, you were reportedly acting as an intermediary for getting the agriculture loan sanctioned at the branch for a fee. You demanded a sum of Rs. 600 from one Shri Ramsingh Shanwarji of Village Badur (M. I. Loan A/c No. 4/80) telling him that the said money would be required to be given to the Branch Manager for getting the necessary sanction. Shri Ramsingh paid you a sum of Rs. 600 as demanded by you with a view to get his loan sanctioned and you misappropriated the above amount illegally received by you from the borrower.

(ii) You were aware that advances for 29 cases of installing flour mills were released by the Branch to the suppliers whereas in the following cases, machineries were not supplied to the borrowers for which you had already taken an acknowledgment from the borrowers that they have received the machines in good working condition.

A/c Nos. M.I. 5/80, 6/80, 10/80, 16/0 to 19/80, 21/80 to 23/80, 26/80 to 30/80.

(iii) You have Reportedly Accepted Illegal Gratification is the tune of Rs. 12,000 from Shri Tarasingh borrower of M. I. Loan A/c No. 5/80, as well as Prop. of Rajpoot Brothers suppliers of machinery and an intermediary to whose firm payments for supply of 15 flour mills were released and thus were hands in glove with him to facilitate irregular advances and to hush up the irregularities/illegalities in financing the flour mills at the branch.

It is also common ground that the workman admitted the charges in the departmental enquiry and the workman was awarded the punishment of dismissal from service vide order dated 9-4-84.

3. The case of the workman is that he belongs to Scheduled Caste and false charges were levelled against him; that the Enquiry Officer and the Disciplinary Authority and other Bank officials assured the workman that the lenient view will be taken against the workman and minor punishment will be inflicted on him looking to the misconduct; that on account of persuasion of the management he has admitted the guilt; that the management has manipulated to obtain false admission and gave perverse findings that the charges are proved against the workman. The workman has claimed reinstatement with back wages.

4. The case of the management is that the workman has voluntarily admitted the charges framed against him and no Bank officers made any promise or persuaded the workman to admit the guilt.

5. The management has further alleged that the Enquiry Officer has conducted the enquiry as per provisions of the Bipartite Settlement and full and fair opportunity to the workman to defend his case was granted and availed by the workman; that the Enquiry Officer has rightly held that the charges are proved against the workman and the punishment of dismissal of the workman is valid and legal.

6. Following are the issues in the case :

## ISSUES

1. Whether the domestic/departmental enquiry is proper and legal?
2. Whether the punishment awarded is proper and legal?
3. Whether the management is entitled to lead evidence before this Tribunal?
4. Whether the termination/action taken against the workman is justified on the facts of the case?
5. Relief and costs?

7. Issues No. 1 & 3.—The domestic enquiry was held vide Order dated 1-5-1985, fair and proper after detailed discussions. Issues No. 1 & 3 were answered in favour of the management.

8. Issue No. 4.—The workman has clearly admitted the charges during the departmental enquiry the workman was represented by a co-worker and the management provided opportunity to the workman to adduce evidence in defence. The workman has examined Shri Prakash Hardas in his defence and Shri Prakash Hardas has also made the statement to the effect that the charges were admitted by the workman and sympathetic view may be taken while deciding the quantum of punishment and it was assured that in future the workman will serve honestly and diligently. The show cause notice dated 6-12-83 was served on the workman by the Regional Manager. The workman in his reply to the show cause notice has clearly admitted the charge and in view of his spontaneous admission against the charges the lenient view will be taken in awarding the punishment.

9. The defence of the workman is that he has admitted the charges on account of the assurance given by the Enquiry Officer & Disciplinary Authority and other officers; that if the charges are admitted voluntarily lenient view will be taken in the matter.

10. From the perusal of the admission of the charges by the workman, it is clear that there is nothing to suggest that he was persuaded to admit the charges. However, before the Enquiry Officer the submission was made by the management's representative that Shri Malvi has admitted the charges without threat, pressure and duress and the Enquiry Officer gave an opportunity to the workman to lead the evidence in his defence. The workman had examined Shri Prakash Hardas in his defence and Shri Prakash Hardas has also confirmed the spontaneous admission of the workman and said nothing to the effect that the admission was taken on inducement or persuasion on behalf of the management. The workman in his reply to the show cause notice dated 22nd February, 1984 has not made any allegation regarding the inducement or trick played by the management to admit the charges. In this case, most important fact against the workman and favouring the management with regard to the charges of bribery and embezzlement is that the workman has voluntarily deposited the alleged misappropriated amount of Rs. 6600. There is no evidence on record or averments in the statement of claim that the workman has deposited the alleged embezzlement of Rs. 6600 on the persuasion or inducement of the management.

11. The workman was working as Cashier-cum-Godown Keeper and the serious charges were levelled against him. The charges of corruption and embezzlement of the Bank amount by the public servant is a serious offence punishable under Sec. 13(1)(c) & (d) of the Prevention of Corruption Act in which the investigation and the prosecution of the public servant is by the C.B.I. One of the reason of the admission of the charges may be the overwhelming evidence against the workman and the workman in order to get the sympathy and leniency would have admitted the guilt. The names of the officers of the management who have allegedly persuaded the workman are not disclosed either in the statement of claim or during the domestic enquiry. It is also not disclosed that the management was interested in shielding some other officer or fixing the false responsibility on the workman. The date, time and place and the manner of persuasion by the Bank officers to admit the charges is not detailed either in the statement of claim or during the enquiry or after the enquiry. The workman has not led any oral or documentary evidence during the departmental enquiry to prove that the admission was taken on misrepresentation or inducement by the management. Consequently, it is clear that the defence of the workman is not supported by any evidence on record and it is an after thought and against the circumstance and normal human behaviour. Consequently, the findings of the Enquiry Officer and the Disciplinary Authority holding the workman guilty of the gross-misconduct detailed in the charge-sheet was just and proper. Issue No. 4 is answered in favour of the management.

12. Issue No. 2 : The Cashier of the nationalised bank indulging such gross-misconduct of bribery and embezzlement needs exemplary punishment of dismissal from service without remorse or tears. Consequently, punishment awarded is held justified and Issue No. 2 is answered in favour of the management.

13. Issue No. 5 : The action of the management in dismissing Shri R. C. Malvi, Cashier/Godown Keeper from the Bank's service vide order dated 9th April, 1984 is held justified. Workman is not entitled for any relief. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 9 नवम्बर, 1995

का.आ. 3154.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलेकाम के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर बेंच के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-11-95 को प्राप्त हुआ था।

[संख्या एन.-40012/123/93-आई आर (डी यू)]  
के. वी. बी. उन्नी, डेस्क अधिकारी

New Dehli, the 9th November, 1995

S.O. 3154.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Nagpur Bench as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom and their workmen, which was received by the Central Government on 6-11-1995

[No. L-40012/123/93-IR (DU)]  
K. V. B. UNNY, Desk Officer

#### ANNEXURE

#### BEFORE THE INDUSTRIAL TRIBUNAL, NAGPUR

Presided by Shri R. G. Janbandhu, B.A., LL.B

Reference (CGT) No. 1 of 1994

Adjudication :

#### BETWEEN

Sub-Divisional Officer,  
Telecom (Phones-II), Itwari,  
Nagpur

.. Party No. 1

#### AND

The workman  
Shri Akram J. Pathan.  
R/o Gulipura, Minara Masjid,  
Gandhibag, Nagpur

.. Party No. 2

In the matter of reference under Section 10(1)(d) of the Industrial Disputes Act, 1947

#### APPEARANCES :

None—for Party No. 1.

Ms. Sulakha Kumbhare, Advocate—for Party No. 2

#### AWARD

(Passed on 17th October, 1995)

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 made by the Central Government for adjudication in respect of dispute between the employers party No. 1 in relation to the service of party No. 2 who was the workman of party No. 1. The dispute referred to for adjudication as per schedule is as under :

"Whether the action of the management of Sub-Div. Officer, Telecom (Phones-II) Itwari, Nagpur in not allowing Shri Akram J. Pathan, a workman to perform his duty with effect from 2nd January, 1989 is proper, legal and justified? If not, to what relief the workman is entitled for?"

2. The notices of this reference were issued to both the parties. Accordingly, party No. 2 the workman appeared before this Tribunal and submitted his statement of claim as per Exh. 7. In the statement of claim the claim of party No. 2 is as follows :

The party No. 2 was in employment of party No. 1 since 1982. He had worked in the beginning with S.D.O. (II), Itwari Wing till 1986. Thereafter he was continued under the S.D.O. (II) till the end of December, 1988. The party No. 2 worked as usual on 1st January, 1989 and when he approached on the next day i.e. 2nd January, 1989, he was not allowed to join the duty without assigning any reason. The party No. 2 continuously approached to party No. 1 for providing the work to him but his requests were turned down by the party No. 1. Thus, according to party No. 2 not providing work in this manner amounts to removal from service.

3. The party No. 2 contends that he was not served with one month's notice nor he was paid notice pay in lieu of notice nor retrenchment compensation. Therefore, there is no compliance of Section 25-F of the Industrial Disputes Act and therefore, removal of party No. 2 is illegal, improper and contrary to law. The party No. 2 approached the party No. 1 vide approach notice dated 25-11-1992 and thereby requested the party No. 1 to provide work within 7 days, but the party No. 1 neither replied to the approach notice nor provided work to party No. 2. Party No. 2 then made application under Section 2-A of the Industrial Disputes Act before the Assistant Labour Commissioner (Central), Nagpur before whom also the party No. 1 remained absent and therefore, the matter was ceased in conciliation finally on 11-6-1993. The conciliation ended in exparte on failure of attendance of party No. 1. Therefore, party No. 2 claimed that he is entitled to be reinstated with full back wages and a prayer is made to that effect.

4. The party No. 1 was duly served with the notice vide Exh. 4 but none appeared for party No. 1. Hence, the reference proceeded exparte against party No. 1. The party No. 2 was directed to file affidavit in lieu of evidence. Accordingly, party No. 2 filed the affidavit as per Exh. 10 on 28-8-1995.

5. As stated earlier, the dispute referred to this Tribunal as per Schedule is as under to which I answer with reasons as follows :

- (1) Whether the action of the management of Sub-Divisional Officer, Telecom (Phones-II) Itwari, Nagpur in not allowing Shri Akram J. Pathan, a workman to perform his duty with effect from 2nd January, 1989 is proper, legal and justified
- (2) If not, to what relief the workman is entitled for?

#### FINDINGS :

- (1) No
- (2) The workman is entitled for reinstatement on the post on which he was working, with back wages from the date of termination i.e. 2nd January, 1989, till the date of his reinstatement.

#### REASONS

6. In this reference which is proceeded exparte against the party No. 1, the party No. 2 was directed to submit affidavit in lieu of evidence and accordingly the party No. 2 submitted affidavit as per Exh. 10. The party No. 2 Shri Akram Pathan in the affidavit has sworn that from 1982 he was working as a casual labour in Private Branch Exchange continuously without any break in service and he completed 240 days of continuous service in every year of service till December 1988 and he was being paid a monthly salary of Rs. 1180. His further evidence shows that on 2-1-1989

when he came to join his duty the party No. 1 did not allow him to join his duty nor any reason was assigned for not providing the work. Party No. 2 further swore that in spite of the fact that he has completed 240 days of service in each year with the party No. 1, no notice of retrenchment was given nor retrenchment compensation was paid so also pay in lieu of notice and thus, the party No. 2 contends that the party No. 1 has not followed the mandatory provisions of Section 25-F of the Industrial Disputes Act. Party No. 2 also sent the approach notice dated 7-11-1992 to the party No. 1 but still no work was provided and therefore, the party No. 2 approached to the Assistant Labour Commissioner (Central), Nagpur under Section 2-A of the Industrial Disputes Act for conciliation of the matter. However, before that authority also the party No. 1 did not appear inspite of issue of number of notices and therefore, that conciliation proceedings ended in exparte. The Conciliation Officer then sent letter dated 28-7-1993 to the Secretary, Ministry of Labour, Government of India, New Delhi for voluntary arbitration and ultimately, the Secretary, Government of India, Ministry of Labour, New Delhi, made a reference to the Industrial Tribunal, Nagpur for adjudication.

7. As stated earlier, the party No. 1 remained absent and hence, party No. 1 is proceeded exparte. The party No. 2 Shri Akram Pathan filed on record the copy of his identity card, copy of approach notice dated 13-6-1989 and he also filed on record the note about conciliation before the Conciliation Officer under Industrial Disputes Act dated 11-6-1993 and also the letter dated 28th July, 1993 written by the Assistant Commissioner of Labour (Central), Nagpur to the Secretary, Government of India, Ministry of Labour, New Delhi informing to the Secretary about result in the conciliation proceedings and informing the Secretary that the workman was agreeable to refer the dispute for voluntary arbitration.

8. There is no contrary evidence on record to discard the evidence of party No. 2 given on affidavit so also to ignore the documents on record including the note of conciliation proceedings before the Assistant Labour Commissioner (Central), Nagpur where the party No. 1 also did not appear. Therefore, I believe the claim of party No. 2 which is supported by the documents and hold that the action of the management of the Sub-Divisional Officer (Phones-II), Itwari, Nagpur in not allowing the workman Shri Akram Pathan to perform his duty with effect from 2-1-1989 is not proper, legal and justified. As discussed earlier, even though the party No. 2 completed continuous service of 240 days in one calendar year in each year, the party No. 1 did not issue one month's notice and also retrenchment compensation nor pay in lieu of notice and thus, there is clearly non-compliance of mandatory provisions of Section 25-F of the Industrial Disputes Act. Therefore, the termination of service of party No. 2 with effect from 2nd January, 1989 is improper, illegal and unjustified.

9. In view of my finding that the termination of services of party No. 2 with effect from 2nd January, 1989 is improper, illegal and unjustified, the party No. 2 is entitled for reinstatement on the post on which he was working prior to his termination and for back wages from 2nd January, 1989 till the date of his reinstatement. I answer the schedule accordingly.

10. In view of the above, the following award is passed.

#### AWARD

The action of the party No. 1, i.e. the Sub-Divisional Officer, Telecom (Phones-II), Itwari, Nagpur in terminating the services of party No. 2 Shri Akram J. Pathan, a casual workman with effect from 2nd January, 1989 is not legal, proper and justified. The party No. 2 Shri Akram J. Pathan is thus, entitled to reinstatement with full back wages from the date of termination i.e. from 2nd January, 1989 till the date of his reinstatement.

Party No. 1 is directed to pay Rs. 200 as costs to party No. 2.

Nagpur,

Dated : 17th October, 1995.

R. G. JANBANDHU, Presiding Officer

नई दिल्ली, 9 नवम्बर, 1995

नं. प्रा. 3155.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम सर्कल के प्रबंधकों के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई नं. 2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-95 को प्राप्त हुआ था।

[संख्या एल.—40011/8/92-आई.आर. (डी.यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 9th November, 1995

S.O. 3155.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay No. 2, as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telecom Circle and their workmen, which was received by the Central Government on 8-11-95.

[No. L-40011/8/92-IR(DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

## BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Present :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/69 OF 1993

Employers in relation to the management of Telecom Circle, Maharashtra, Kalyan

AND

Their Workmen

Appearances :

For the management : Mr. R. T. Chalse, Advocate.

For the workmen : Mr. M. B. Anchan, Advocate.

Bombay, the 6th October, 1995

## AWARD

The Government of India, Ministry of Labour by its letter no. L-40011/8/92-IR(DU), dt. 20-9-1993 had referred to the following industrial dispute for adjudication.

"Whether the action of the management of Telecom Circle, Maharashtra in relation to its Kalyan Telecom Distt. Kalyan is not making payment of wages to 17 workers as per Ann. 'A' attached, for the intervening period from the date of their respective termination from the service till the date they got reinstated in service and not regularising them in their services, is justified ?

"Whether the action of the said management in retrenching the services of 112 casual workman as per Ann. 'B' attached and awarding the work to contractors is justified ? and

If not, what relief the workmen concerned are entitled to?"

2 The President of Saratiya Dak Tar Mazdoor Manch filed the Statement of Claim. It is contended that the management of Telecom Circle, Maharashtra had retrenched the services of about 129 casual labourers who were working under the General Manager, Maharashtra Circle, Bombay and the General Manager, Telecom, Kalyan Telecom District. The union submits that out of those labourers 17 casual labourers who have completed 240 days attendance in 12 calendar months have absorbed in the department without any backwages during the intervening period from

the date of their retrenchment till their absorption which is illegal.

3. The Manch pleaded that the management had not followed the provisions of retrenchment so far as the 112 casual labourers are concerned, their retrenchment is invalid and they are to be deemed in service and entitled to backwages and continuity in services. It is averred that row that work is given to the contractors by the management. This is so given with a view to deprive them from continuity of service. Thus the management had followed unfair labour practice in engaging contractors and thereby depriving the right of the workers.

4. The Union pleaded that the number of fresh casual labourers have been engaged by the management after termination of services of the workmen concerned in the above reference. The management had not maintained any seniority list of the casual workers while terminating the services. The rule 'last come first go' was also not followed while retrenching the casual labourers. It is averred that the management had also not observed the provisions of the I. D. Act of 1947 while recruiting fresh casual labourers. It is therefore submitted that the 17 casual labourers are entitled to wage from the date of their retrenchment till re-appointment. It is also prayed that the other casual labourers are illegally retrenched. It is, therefore, they are entitled to reinstatement of services with continuity and backwages.

5. The management resisted the claim by their written statement Ex. 4. It is averred that the reference made by the union is vexatious and it has to be rejected. It is submitted that when the disputes were raised by the Union before the Assistant Labour Commissioner wherein it was agreed to reinstate the workers who have completed 240 days in 12 calendar months. Their demand of backwages and their other demand could not be settled. It is submitted that as other casual labourers are concerned they cannot be called as a workers who have not completed 240 days in a period of 12 calendar months during their tenure. Hence the provisions of retrenchment under the I.D. Act of 1947 has no application. It is submitted that the word retrenchment which is used in the reference is misconceived. It is averred that the casual labourers were engaged as per the availability of the work in the various divisions, and since their work is over, they are automatically discontinued from the departments. Some of the casual labourers were continued for more than 240 days in a year because that work cannot be completed earlier than that. It is submitted that the work which was allotted to the casual labour was of a casual nature and it was not of a continuous nature. It is submitted that not a single casual labourer were not prohibited from doing the work when there was a work. It is submitted that no preferential treatment was given to casual labourers while giving the work. It is submitted that the Casual Labour Committee was appointed who look into the attendance of the casual labours who have completed 240 days in 12 calendar months on this basis they were reappointed. It is averred that it was agreed by the union representative in the Committee meeting in 1990 that they will not raise any further cases of casual labourers but in violation of their promise the present dispute is raised. It is submitted that for all these reasons the reference has to be answered in favour of the management.

6. The issues that fall for my consideration and my findings thereon are as follows :

## ISSUES

## FINDINGS

1. Whether the action of the management of Telecom Circle Maharashtra in relation to its Kalyan Telecom Distt. Kalyan in not making payment of wages of 17 workmen as per Annexure 'A' attached for the intervening period from the date of their respective termination from the services till the date they got reinstated in service and not regularising them in their services is justified ?

Not Justified.

2. Whether the action of the said management in retrenching the

Justified.

services of 112 casual workman as per Annexure 'B' attached and awarding the work to contractors is justified?

3. If not, to what relief the workman concerned are entitled to? As per order.

#### REASONS

7. Shri D. A. Pingale, had lead evidence on behalf of the Union as against with Shri D. A. Khandare lead evidence on behalf of the management. They relied on the documents which are filed at Ex's 5 and 8.

8. It is not in dispute that 129 casual labourers were working with the department of Telecom Kaiyan District. All of them were discontinued. It is a case of the management, as the work was over, they were discontinued from the service as they were casual labourers for that particular work. On the other hand it is averred by Mr. Pingale that even though the work was there these casual labourers were terminated from services and that work was allowed to contractors. So far the allotment work to the contractor is concerned, I will discuss it little later.

9. Pingale admits that the casual labourers were appointed without any appointment letter, nor by written notice their services were terminated. He also does not dispute that the work allotted to them if of a casual nature. If this is so natural consequence of it is that as soon as the work is over their appointment for that particular purpose is over. They were paid wages on daily basis. As the workers were discontinued the Industrial Dispute was raised before the Assistant Labour Commissioner. In view of the settlement before the Assistant Labour Commissioner a Committee was set up to solve the dispute in respect of the attendance of casual labourers. The Union representative was one of the members of that Committee. Shri Pingale had also seen the report of that Committee. It is pertinent to note that the Committee came to the conclusion that 17 workers have completed the work of 240 days in a calendar year and as such they are held to be in continuous services as per Section 25B of the Industrial Disputes Act. The result was that those 17 casual labourers were reinstated in service but they were not paid the wages for the intervening period of the date of their respective termination from the service and the date they got reinstated.

10. It can be seen that those casual labourers are a workmen as contemplated under Section 25B of the Industrial Disputes Act and other provisions relating to retrenchment are applicable to those workers. The case which is tried to be made by the management that those casual labourers were appointed for specific work and therefore they are not entitled to the wages for the above said period is of no merit. It is a case in normal course that one does not want to appoint in service unless there are exceptional circumstances. I, therefore, find that the contention raised by the management that they are appointed as such they are not entitled to the wages for the intervening period is of no merit. It can be further seen that if their services are held to be continuous on their retrenchment without following the procedure as contemplated under the Act is illegal. As this is so they are entitled to reinstatement of service with continuity and back wages. Here in this case those casual labourers were not given the service for the intervening period which they are entitled.

11. I am referring to a award passed in reference No. 93 of 91 by the Central Government, Industrial Tribunal No. 1. In that case the reference was of a similar type, but there is no mention of payment of wages of intervening period of any workers who were reinstated. In that case also there was retrenchment of about 240 casual labourers. The Tribunal came to the conclusion that the action of the management is justified and that was not retrenchment at all.

12. From the evidence of Pingale for the Union and Khandare for the management reveals that the remaining casual labourers never completed 240 days in 12 calendar months. They cannot be termed as incontinuous services contemplated under Section 25B of the Industrial Disputes Act. As they were not in continuous service they cannot be held to be a worker as contemplated in Chapter 5A of the Industrial Disputes Act to make applicable the provisions

of the retrenchment. As this is so they cannot be said to be retrenched by the management. It is admitted that the work which was allotted to those casual labourer was of a casual nature and after its completion of work, their appointment was over. They were given another appointment if the work was available. Khandare affirms that the work is given on contract basis, but he denied the suggestions that no work was given to the casual labourer. There is a reference of writ petition filed by the management, but it is submitted before me that even though the petition was prepared it was never filed in the High Court. The learned Advocate for the Union is also not in a position to give the details of the said writ petition and the decision thereon. It has to be accepted that no such writ petition was filed. Khandare affirms that the engagement of the contractors for heavy and skilled type work is a different issue than the engagement of casual labourer. There is no communication for the engaged casual labourer and to the engagement of contractors so also the work carried out by them. He further affirms that all contractors were engaged only if the specific orders from the Head Office was given which did not depend on the leaving of the job by the said casual labourers. There is no other evidence to say that even though the work was available to casual labourer it was not given to them and it was given to the contractors.

13. So far as the question of regularisation of those 17 workers is concerned it is tried to argue on behalf of the management that unless there is a specific availability of the work they cannot be regularised. No doubt, they have to be given the work when there is availability of work. It is submitted before me that since 1990 they are in continuous service. In other words it has to be accepted that they are regularised. It cannot be said that they are engaged for a casual type of a labour only. The work which was allowed to them must be of a continuous nature. Under such circumstances the case of the management has no relevancy, the Supreme Court in Delhi Development Porticulture Employees Union V. Delhi Administration, Delhi and others II, 1992 (1) S.C. 394, has no application.

14. In the result I record my findings on the issues accordingly and pass the following order.

#### ORDER

1. The action of the management of Telecom Circle, Maharashtra in relation to its Kalvan Telecom District, Kalvan in not making payment of wages of 17 workmen as per Annexure 'A' attached for the intervening period from the date of their respective termination from the service till the date they got reinstated in service and not regularising them in their services is not justified.
2. The management is directed to make the payment to those 17 workers for the intervening period from the date of their respective termination from the services till the date they got reinstated within 2 months from today following which they are liable to pay 12 per cent per annum on it till its payment from the date of the reference.
3. The action of the management so far as other 112 casual workmen as per Annexure 'B' attached and awarding the work to contractors is justified.
4. No order as to cost.

S. B. PANSE, Providing Officer

नई दिल्ली, 9 नवम्बर, 1995

का.आ. 3156.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचना में, केन्द्रीय सरकार टेलीकॉम करीम नगर के प्रबंधन के संघर्ष विशेषज्ञों और उनके कर्मचारियों के बीच, अनुसूचना में निर्दिष्ट औद्योगिक विवाद में श्री के. रामाकृष्णा, उप श्रमालय (के.) संगनौर का आविर्देशन शाखा के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-95 को प्राप्त हुआ था।

[संख्या एल.-40013/3/95-आई.आर. (डीयू.)]

के. बी. बी. उन्नी, डैक अधिकारी

New Delhi, the 9th November, 1995

S.O. 3156.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the arbitration award of Shri K. Ramakrishna, Dy. Chief Labour Commissioner (C) Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telecom. Karimnagar and their workmen, which received by the Central Government on 8-11-1995.

[No. L-40013/3/95-IR(DU)]

K. V. B. UNNY, Desk Officer

#### ANNEXURE

ARBITRATION AWARD IN THE INDUSTRIAL DISPUTE BETWEEN SDO (T) KARIMNAGAR AND ALL INDIA TELECOM EMPLOYEES UNION, KARIMNAGAR OVER "ALLEGED ILLEGAL RETRENCHMENT FROM SERVICES OF SHRI V. RAMACHANDRAM EX-CASUAL LABOUR W.E.F. 1-4-87".

#### PARTIES PRESENT

For Management :

Shri M. Rajgopal Singh,  
S.D.E. TDM,  
Karimnagar.

For Workman :

1. Shri. A. Rajamouli, Area Secretary, AITEU Line Staff & Group 'D' 6-1-14, Ashok Nagar, Karimnagar 505 001.
2. Shri. V. Ramachandram S/o. Shri. Limbaiah, Nimnapalli (P.O.), Konampet (M.O.), Karimnagar Distt.

The Government of India, Ministry of Labour vide Notification No. L-40013/3/95-IR(DU) dated 31/1/1995 (received in the Office of the Arbitrator on 19-9-95) referred the Industrial Dispute between the SDO(T), Karimnagar and All India Telecom Employees Union Line Staff & Group 'D' regarding "Alleged illegal retrenchment from services of Shri. V. Ramachandram, Ex-casual labour with effect from 1-4-87" for my arbitration.

Hearing in the above case was held on 26-10-95 and concluded the same day.

The issues involved in the dispute are as to whether the SDO(T) Karimnagar had illegally retrenched the services of Shri. V. Ramachandram, ex-casual labour, Nimnapalli or not and in case of illegal retrenchment what relief can be given to Shri V. Ramachandram, ex-casual labour.

The admitted facts by both the parties in the dispute are as under :—

- (1) That Shri. V. Ramachandram had worked under SDO(T) Karimnagar for the period from 1-4-85 to 31-3-87.
- (2) He has worked for more than 240 days in a period of 12 months prior to alleged illegal retrenchment from services with effect from 1-4-87.

According to Shri M. Rajgopal Singh, SDE, C/o TDM Karimnagar the services of Shri V. Ramachandram were terminated in view of the administrative decision to retrench those employees who were employed on or after 1-4-1985. According to him, the employee has slept over the issue of illegal retrenchment of his services if any for over 7 years and 10 months and hence his claim now at this distant date of reinstatement etc., is not maintainable.

The Area Secretary of the Union however put forth his arguments in support of the case of the employee as below :

- (1) The Supreme Court in the Judgement dated 27-10-1987 in the case of Daily rated casual labour employees under P&T department through B.D

Sangh V. Union of India & Others (1988-I-SCC 124 & AIR 1987 SC 2342) has directed as below :—

"We therefore direct the respondents to prepare a scheme on a rational basis for absorbing as far as possible the casual labourers who have been continuously working for more more than nine year in the P&T department.

The Supreme Court again in the case of Ramgopal and others v. Union of India & others in the w.p. No. 1280 of 1989 has reiterated its above direction and said that the decision can be applied to employees of Telecom department also.

The Central Administrative Tribunal, New Delhi in O.A. No. 529/1983 dt. 4-5-1988 referred to Judgement dt. 27-10-1987 of Supreme Court and held as below :—

"the administrative decision to retrench all those that were employed after 1-4-1985 therefore no longer holds good. In fact all those that are employed after 1-4-1985 even if they had continued for one year are entitled for absorption in view of the orders of Supreme Court.

The Central Administrative Tribunal, Hyderabad in its judgement dated 27-3-1991 concerning 147 employees disposed of the applications with the following directions :—

- (i) to prepare the seniority of Casual Mazdoors as per the various instructions issued by the Department of Telecom New Delhi, confer temporary status and to reengage them in accordance with the seniority subject to the availability of work and also to extend such other benefits taking into consideration the judgements of the Supreme Court.
- (ii) the above benefits must also be extended to the casual mazdoors who were engaged after 30-3-1985 in accordance with the decision of the Supreme Court in Ram Gopal & others v. Union of India & others in W.P. No. 1280/89.
- (iii) condone the breaks in services in accordance with DGP&T Circular No. 28-11-77-SR/STN dated 10-10-80 and such other instructions issued from time to time by the department of telecom.
- (iv) consider to reengage casual mazdoors belonging to SC/ST community in preference to OC candidates in accordance with the rule of reservation.

The Hon'ble Tribunal, however, has turned down the request of the Casual Mazdoors for granting back wages".

In this connection, the Area Secretary of the Union also referred to the following judgements of Industrial Tribunal, Hyderabad wherein reinstatement has been ordered. In one case shown at S. No. 2 back wages were also awarded.

Name of the Mazdoor	Case No.	Dt of Judgement
1. Shri P. Murali S/o Ramulu	ID No. 40 of 1990	18-11-1993
2. G. Chandramuli	ID No 44 of 1990	01-06-1984
3. P. Laxminarayana S/o Rajam	ID No. 12 of 1994	16-03-1995
4. M. Yellaiah S/o Prabhakar	ID No. 42 of 1990	03-02-1993

In view of the above Court judgements, the Union Secretary contended that the statement of employer's representative that the services of employee had been terminated in view of administrative decision to retrench those employed on or after 1-4-1985 does not stand in the way of re-employment of employee.



2. The employee who has put in attendance of 240 days and more during the period of 12 months prior to the date of his termination is entitled to the benefits under Section 25-F of the Industrial Disputes Act which have been denied to him.

Even as per Departmental instruction No. DG P&T No. 269/130/78-SIN dt. 1-10-84, also the casual mazdoor should be given one month notice pay in lieu thereof wherever he used to be retrenched and this has not been also followed in the case of this employee.

For the above legal lapse/administrative lapse on the part of the management the employee is entitled to be re-engaged with full back wages.

3. The Union Secretary quoted the examples of Shri N. Yellaiah engaged from 31-5-87 and Shri G. Chandramouli engaged from 1-11-85 who are now taken to duty based on the judgements of Industrial Tribunal/Central Administrative Tribunal, Hyderabad and the said employees are juniors to the employee in service.

4. Coming to the delay on the part of the employee, the Area Secretary of the Union stated as below :—

- (a) The ID Act does not prescribe any time limit for raising an Industrial dispute.
- (b) The employee is living in the village of N'mmapalli which is not connected by proper transport and communication. He was ignorant about his rights under the ID Act. Only when he came to know that some of his juniors were taken back to duty based on the judgements of Industrial Tribunals he had approached the Union Secretary for help and hence there was delay in raising this Industrial dispute and the delay, if any, he condoned in raising this dispute.

During the hearing the employee furnished a statement regarding delay involved in raising his dispute. According to him after 1-4-87, he had approached Shri Kulkarni, the then SDO(1), Karimnagar on several occasions for his job but he was only promising him that he would be re-engaged as and when there is need. He stated that all his representations were oral and no representation was given in writing. He was ignorant of his rights under the I.D. Act or from Court. Only when his junior Shri Chandramouli told him in December 1994 that he had gone to Court and won the case and consequently got reinstatement, he realised that he should also take action under ID Act and therefore he approached the Union Secretary for help and raised an Industrial Dispute in February 1995. He further stated that for the period from 1-4-87 till date, he was maintaining himself by working as a coolie.

From the arguments advanced and statement given by the employee and court cases cited, the following facts emerge :

- (1) The Industrial dispute relating to illegal "retrenchment from service" of Shri V. Ramachandram, ex-casual labour with effect from 1-4-87 was raised at a delayed date i.e. after 8 years and 10 months.

It is however to be noted that no time limit for raising an Industrial dispute has been prescribed under the ID Act, 1947. The employee has explained certain convincing circumstances for the delay. It is a fact that his juniors have been reinstated following court verdicts. Likewise, there were good number of court cases filed against P & T department on the issue of reinstatement and regularisation right from 1986 onwards and Court have ordered reinstatements. The employer himself has agreed for arbitration on this issue. For all these reasons delay in raising the Industrial dispute is not considered as a serious lapse for rejecting the claim of the employee.

- (2) It is a fact that the employee had put in more than 240 days of attendance in a period of 12 months preceding his alleged termination and that the employer has not observed the provisions of Section 25-F of the ID Act. So being the case, termination of

the services are illegal and the employee is entitled to reinstatement with full back wages.

It is however seen from the various cases quoted by Union Secretary while reinstatement and regularisation has been ordered by the Courts/Tribunals back wages have not been ordered in many cases. Only in one case back wages were ordered. Further the employee was not diligent enough over the issue for over 7 years and 10 months. So being the case ordering back wages is not warranted in his case.

Keeping the above facts and circumstances in view, I give my "AWARD" as below :

- (1) Shri V. Ramachandram, S/o. Shri Limbaim should be given employment as mazdoor within 15 days from the date of commencement of this Award and he should be absorbed as a regular employee as per existing departmental instructions.
- (2) Shri V. Ramachandram will however not be entitled to any back wages.
- (3) Shri V. Ramachandram will however be entitled to back wages with effect from the 16th day of the commencement of this Award and till such time he is engaged as mazdoor.

Dated this 3rd day of November 1995.

K. RAMAKRISHNA, Dy. Chief Labour Commissioner (Central) Bangalore & Arbitrator.

नई दिल्ली, 9 नवम्बर, 1995

का.आ. 3157.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकाम करीम नगर के प्रबंधन के संबंध में उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्री के. रामाकृष्णा, उप श्रमायुक्त (के.) बंगलूर का अधिदेशन आर्डाई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-95 को प्राप्त हुआ था।

[संख्या एल.-40013/4/95-आई.आर. (डी.यू.)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 9th November, 1995

S.O. 3157.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the arbitration award of Shri K. Ramakrishna, Dy. Chief Labour Commissioner (C) Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telecom, Karimnagar and their workmen, which was received by the Central Government on 8-11-1995.

[No. L-40013/4/95-IR(DU)]

K. V. B. UNNY, Desk Officer  
ANNEXURE

ARBITRATION AWARD IN THE INDUSTRIAL DISPUTE BETWEEN SDO(T) KARIMNAGAR AND ALL INDIA TELECOM EMPLOYEES' UNION, KARIMNAGAR OVER "ALLEGED ILLEGAL RETRENCHMENT FROM SERVICES OF SHRI S. VENKATARAJU, EX-CASUAL LABOUR W.E.F. 01-06-1987"



**PARTIES PRESENT****FOR MANAGEMENT :**

Shri M. Raj Gopal Singh,  
S.D.E., O/o. T.D.M.,  
Karimnagar.

**FOR WORKMAN :**

1. Shri A. Rajamouli.  
Area Secretary,  
AITEU Line Staff & Group 'D'.  
6-1-14, Ashok Nagar,  
Karimnagar-505 001.
2. Shri S. Venkataraju,  
S/o Murthy Raju,  
Coolie Lane,  
H. No. 5-14-20.  
Kothagudem P.O.,  
Khammam Dist.

The Government of India, Ministry of Labour vide Notification No. L-40013/4/95-IR(DU) dated July 1995 (received in the Office of the Arbitrator on 19-9-95) referred the Industrial dispute between the SDO(T), Karimnagar and All India Telecom Employees Union Line Staff & Group D regarding "Alleged illegal retrenchment from services of Shri S. Venkataraju, Ex-Casual Labour with effect from 1-6-87" for my arbitration.

Hearing in the above case was held on 28-10-95 and concluded the same day.

The issues involved in the dispute are as to whether the SDO(T), Karimnagar had illegally retrenched the services of Shri S. Venkataraju, ex-casual labour, Kothagudem or not and in case of illegal retrenchment what relief can be given to Shri S. Venkataraju, ex-casual labour.

The admitted facts by both the parties in the dispute are as under :—

- (1) That Shri S. Venkataraju had worked under SDO(T) Karimnagar for the period from 1-12-85 to 31-5-87.
- (2) He has worked for more than 240 days in a period of 12 months prior to alleged illegal retrenchment from services with effect from 1-6-87.

According to Shri M. Raj Gopal Singh, SDE, O/o. TDM, Karimnagar, the services of Shri S. Venkataraju were terminated in view of the administrative decision to retrench those employees who were employed on or after 1-4-1985. According to him the employee has slept over the issue of illegal retrenchment of his services if any for over 7 years and 7 months and hence his claim now at this distant date for reinstatement etc. is not maintainable.

The Area Secretary of the Union however put forth his arguments in support of the case of the employee as below :—

(1) The Supreme Court in the Judgement dated 27-10-87 in the case of Daily rated casual labour employees under P&T department through B.D.T.M. Sangh v. Union of India and others (1988-I-SCC 122 & AIR 1987 SC 2342) has directed as below :

"We therefore direct the respondents to prepare a scheme on a rational basis for absorbing as far as possible the casual labourers who have been continuously working for more than one year in the P&T department".

The Supreme Court again in the case of Ram Gopal and others v. Union of India & others in the W.P. No. 1280 of 1989 has reiterated its above direction and said that the decision can be applied to employees of Telecom department also.

The Central Administrative Tribunal, New Delhi in O.A. No. 529/1988 dt. 4-5-1988 referred to Judgement dated 27-10-87 of Supreme Court and held as below :

"the administrative decision to retrench all those that were employed after 1-4-85 therefore no longer holds good. In fact all those that are employed after 1-4-85 even if they had continued for one year are entitled for absorption in view of the orders of the Supreme Court."

The Central Administrative Tribunal, Hyderabad in its Judgement dated 27-3-91 concerning 147 employees disposed of the applications with the following directions :—

- (i) to prepare the seniority of casual Mazdoors as per the various instructions issued by the department of Telecom, New Delhi, confer temporary status and to re-engage them in accordance with the seniority subject to the availability of work and also to extend such other benefits taking into consideration the judgements of the Supreme Court.
- (ii) the above benefits must also be extended to the Casual Mazdoors who were engaged after 30-3-1985 in accordance with the decision of the Supreme Court in Ram Gopal & Others v. Union of India & Others in W.P. No. 1280/89.
- (iii) condone the breaks in services in accordance with DG. P&T Circular No. 28.11/77-SR/STN dt. 10-10-80 and such other instructions issued from time to time by the department of telecom.

- (v) consider to re-engage casual mazdoors belonging to SC/ST community in preference to OC candidates in accordance with the Rule of Reservation.

The Hon'ble Tribunal, however, has turned down the request of the casual Mazdoors for granting back wages".

In this connection, the Area Secretary of the Union also referred to the following judgements of Industrial Tribunal, Hyderabad wherein reinstatement has been ordered. In one case shown at S. No. 2, back wages were also awarded.

Name of the Mazdoor	Case No.	Dt of Judgement
1. Shri P. Murali, S/o Ramulu	ID No. 40 of 1990	18-11-73
2. G. Chandramouli	" 44 of 1990	01-06-84
3. P.L. Laxminarayana S/o Rajam	" 12 of 1994	16-03-95
4. M. Yellaiah S/o Prabhakar	" 42 of 1990	03-02-93

In view of the above Court Judgements, the Union Secretary contended that the Statement of employer's representative that the services of employee had been terminated in view of administrative decision to retrench those employees employed on or after 1-4-85 does not stand in the way of re-employment of employee.

2. The employee who has put in attendance of 240 days and more during the period of 12 months prior to the date of his termination is entitled to the benefits under Section 25-F of the Industrial Disputes Act which have been denied to him.

Even as per Departmental instruction No. D.G. P&T No. 269/130/78-STN dt. 1-10-84 also the casual mazdoor should be given one month notice pay in lieu thereof whenever he used to be retrenched and this has not been also followed in case of this employee.

For this above legal lapse/administrative lapse on the part of the management, the employee is entitled to be re-engaged with full back wages.

3. The Union Secretary quoted the examples of Shri A. Kishan engaged from 1-6-87 and Shri B. Mallaiiah engaged from 1-6-88 who are now taken to duty based on the judgements of Industrial Tribunal/Central Administrative Tribunal Hyderabad and the said employees are juniors to the employee in service.

4. Coming to the delay on the part of the employee, the Area Secretary of the Union stated as below :

- (a) the I.D. Act does not prescribe any time limit for raising an Industrial dispute.

- (b) The employee was ignorant about his rights under the I.D. Act. Only when he came to know that some of his juniors were taken back to duty based on the judgments of Industrial Tribunals, he had approached the Union Secretary for help and hence there was delay in raising this Industrial dispute and the delay, if any be condoned in raising this dispute.

During the hearing the employee furnished a statement regarding delay involved in raising this dispute. According to him after 1-6-87 he had approached Shri Gopalareddy the then Junior Engineer (Telecom) on several occasions for his job but he was only promising him that he would be re-engaged as and when there is need. He stated that all his representations were oral and no representation was given in writing. He was ignorant of his rights under the I.D. Act or from Court. Only when some of his friends and colleagues told him one year back that a good number of people have gone to Court and got reinstated, he realised that he should also take action under I.D. Act and therefore he approached the Union Secretary for help and raised an Industrial dispute in January 1995. He further stated that for the period from 1-6-87 till date he was assisting his father (who is a hamali) in his jobs and staying with him and so he was being maintained by him.

From the arguments advanced and statement given by the employee and Court cases cited, the following facts emerge :—

- (1) The Industrial dispute relating to illegal "retrenchment from service" on Shri S. Venkataraju, ex-casual labour with effect from 1-6-87 was raised at a delayed date i.e. after 7 years and 7 months.

It is however to be noted that no time limit for raising an Industrial dispute has been prescribed under the Industrial disputes Act, 1947. The employee has explained certain convincing circumstances for the delay. It is a fact that his juniors have been reinstated following court verdicts. Likewise, there were good number of court cases filed against P&T department on the issue of reinstatement and regularisation right from 1986 onwards and courts have ordered reinstatement. The employer himself has agreed for arbitration on this issue. For all these reasons delay in raising the industrial dispute is not considered as a serious lapse for rejecting the claim of the employee.

- (2) It is fact that the employee had put in more than 240 days of attendance in a period of 12 months preceding his alleged termination and that the employer has not observed the provisions of Section 25-F of the I.D. Act. So, being the case termination of the services are illegal and the employee is entitled to reinstatement with full back wages.

It is however seen from the various cases quoted by Union Secretary while reinstatement and regularisation has been ordered by the Courts/Tribunal back wages have not been ordered in many cases. Only in one case back wages were ordered. Further the employee was not diligent enough over the issue for over 7 years and 7 months. So being the case ordering back wages is not warranted in this case.

Keeping the above facts and circumstances in view, I give my "AWARD" as below :

1. Shri S. Venkat Raju, S/o Shri Murthy Raju should be given employment as Mazdoor within 15 days from the date of commencement of this Award and he should be absorbed as a regular employee as per existing departmental instructions.
2. Shri S. Venkata Raju will however not be entitled to any back wages.
3. Shri S. Venkata Raju will however be entitled to back wages with effect from the 16th day of the commencement of this Award and till such time he is engaged as Mazdoor.

Dated this 2nd day of November, 1995.

K. RAMAKRISHNA, Dy. Chief Labour Commissioner (Central) Bangalore & Arbitrator.

नई दिल्ली, 9 नवम्बर, 1995

का.आ. 3158.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, टेलीकॉम करीमनगर के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्री के. रामाकृष्णा, उप असायकल (के.) बंगलूर का अतिदेशन अवार्ड के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-95 को प्राप्त हुआ था।

[संभा एन.-40013/2/95-वार्ड आर. (डी.यू.)]

के. वी. बी. उनी, डेस्क अधिकारी

New Delhi, the 9th November, 1995

S.O. 3158.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the arbitration award of Shri K. Ramakrishna, Dy. Chief Labour Commissioner (C) Bangalore as shown in the Annexure, in the Industrial dispute between the employers in relation to the management of Telecom. Karimnagar and their workmen, which was received by the Central Government on 8-11-1995.

[No. L-40013/2/95-IR(DU)]

K. V. B. UNNY, Desk Officer

## ANNEXURE

### ARBITRATION AWARD IN THE INDUSTRIAL DISPUTE BETWEEN SDO(T) KARIMNAGAR AND ALL INDIA TELECOM EMPLOYEES UNION KARIMNAGAR OVER "ALLEGED ILLEGAL RETRENCHMENT FROM SERVICES OF SHRI K. NARASAIHAH, EX-CASUAL LABOUR

W.E.F. 1-6-87"

Parties Present

For Management  
Shri M. Raj Gopal  
Singh  
S.D.E. O/o. T.D.M.  
Karimnagar  
For the Workman.

1. Shri A. Rajamouli,  
Area Secretary,  
AITEU Line Staff  
& Group 'D'.  
6-1-14, Ashok Nagar,  
Karimnagar-505 001.

2. Shri K. Narasaiah,  
S/o Yellaiah.  
Nagaram (P.O.)  
Konaraopet  
Vemvula Vada Taluk,  
Karimnagar dist.

The Government of India, Ministry of Labour vide Notification No. L-40013/2/95-IR(DU) dated July 1995 (received in the office of the Arbitrator on 19-9-95) referred the Industrial Dispute between the SDO(T), Karimnagar and All India Telecom Employees Union Line Staff & Group 'D' regarding "Alleged illegal retrenchment from services of Shri K. Narasaiah, Ex-casual Labour with effect from 1-6-87" for my arbitration.

Hearing in the above case was held on 27-10-95 and concluded the same day.

The issues involved in the dispute are as to whether the SDO(T), Karimnagar had illegally retrenched the services of Shri K. Narasaiah, ex-casual labour, Nagaram P.O. or not and in case of illegal retrenchment what relief can be given to Shri K. Narasaiah, ex-casual labour.

The admitted facts by both the parties in the dispute are as under :

- (1) That Shri K. Narasaiah had worked under SDO(T) Karimnagar for the period from 1-6-86 to 31-5-87.
- (2) He has worked for 305 days (viz. for more than 240 days) in a period of 12

months prior to alleged illegal retrenchment with effect from 1-6-87.

According to Shri M. Raj Gopal Singh, SDE, O/o. T.D.M. Karimnagar the services of Shri K. Narasaiah were terminated in view of the administrative decision to retrench those employees who were employed on or after 1-4-1985. According to him, the employee has slept over the issue of illegal retrenchment of his services if any for over 7 years and 9 months and hence his claim now at this distant date for reinstatement etc. is not maintainable.

The Area Secretary of the Union however put forth his arguments in support of the case of the employee as below :

- (1) The Supreme Court in the Judgement dated 27-10-1987 in the case of daily rated casual labour employees under P&T department through B.D.T.M. Sangh v. Union of India and others (1988-I-SCC 122 & AIR 1987 SC 2342) has directed as below :

"We therefore, direct the respondents to prepare a scheme on a rational basis for absorbing as far as possible the casual labourers who have been continuously working for more than one year in the P & T department.

The Supreme Court again in the case of Ramgopal and others v. Union of India in W.P. No. 1280 of 1989 has reiterated its above direction and said that the decision can be applied to employees of Telecom department also.

The Central Administrative Tribunal, New Delhi O.A. 529/1988 dated 4-5-1988 referred to Judgement dated 27-10-1987 of Supreme Court and held as below :

"The administrative decision to retrench all those that were employed after 1-4-85 therefore, no longer holds good. In fact all those that are employed after 1-4-85 even if they had continued for one year are entitled for absorption in view of the orders of Supreme Court.

The Central Administrative Tribunal, Hyderabad in its judgment dated 27-3-1991 concerning 147 employees disposed of the applications with the following directions :—

- (i) to prepare the seniority of casual mazdoors as per the various instructions issued by the Department of Telecom, New Delhi, confer temporary status and to re-engage them in accordance with the seniority subject to the availability of work and also to extend such

other benefits taking into consideration the judgments of the Supreme Court.

- (ii) the above benefits must also be extended to the casual Mazdoors who were engaged after 30-3-1985 in accordance with the decision of the Supreme Court in Ram Gopal & Others V. Union of India & Others in W.P. No. 1280/89.
- (iii) condone the break in service in accordance with DGP&T Circular No. 28-11/77-SR/STN dated 10-10-1980 and such other instructions issued from time to time by the Department of Telecom.
- (iv) consider to re-engage casual mazdoor belonging to SC/ST community in preference to O.C. Candidate in accordance with the Rule of Reservation.

The Hon'ble Tribunal, however, has turned down the request of the Casual Mazdoors for granting back wages".

In this connection, the Area Secretary of the Union also referred to the following judgments of Industrial Tribunal, Hyderabad wherein reinstatement has been ordered. In one case shown at Sl. No. 2, back wages were also awarded.

Name of the Mazdoor	Case No.	Dt. of Judgement
1. Shri P. Murali S/o Ramulau	ID No. 40 of 1990	18-11-1993
2. G. Chandramouli	ID No. 44 of 1990	01-06-1984
3. P. Laxminarayana	ID of 12 of 1994	16-03-1995
4. M. Yellaiah, S/o Prabhakar	ID No 42 of 1990	03-02-1993

In view of the above Court judgments, the Union Secretary contended that the statement of employer's representative that the services of employee had been terminated in view of administrative decision to retrench those employees employed on or after 1-4-85 does not stand in the way of re-employment of employee.

2. The employee who has put in attendance of 240 days and more during the period of 12 months prior to the date of his termination is entitled to the benefits under Section 25-F of the Industrial Disputes Act which have been denied to him.

Even as per Departmental instruction No. D.P & T No. 269/130/78-STN dated 1-10-1984 also the casual mazdoor should be given one month notice pay in lieu thereof whenever he used to be retrenched and this has not been also followed in the case of this employee.

For this above legal/administrative lapse on the

part of the management the employee is entitled to be re-engaged with full back wages.

3. The Union Secretary quoted the examples of Shri K. Narasaiah engaged from 1-6-88 who is now taken to duty based on the judgments of Central Administrative Tribunal, Hyderabad and the said employee is junior to the employee in service.

4. Coming to the delay on the part of the employee, the Area Secretary of the Union stated as below—

- (a) the I.D. Act does not prescribe any time limit for raising an Industrial Dispute.
- (b) The employee is living in the village of Nagaram which is not connected by proper transport and communication. He was ignorant about his rights under the I.D. Act. Only when he came to know that some of his juniors were taken back to duty based on the judgments of Industrial Tribunals he had approached the Union Secretary for help and hence there was delay in raising this Industrial dispute and the delay, if any, be condoned in raising this dispute.

During the hearing the employee furnished a statement regarding delay involved in raising this dispute. According to him after 1-6-87, he had approached Shri Gopal Reddy, the then Junior Engineer (Telecom) and Shri. Thirupathiah (S.I.) Telecom on several occasions for his job but they were only promising him that he would be re-engaged as and when there is need. He stated that all his representations were oral and no representation was given in writing. He was ignorant of his rights under the I.D. Act or from Court. Only when Shri. Anjaiah, his Brother-in-law told him that many of his colleagues and friends had gone to Court and won the cases and consequently got reinstatement he realised that he should also take action under I.D. Act and therefore he approached the Union Secretary for help and raised an Industrial dispute in March 1995. He further stated that for the period from 1-6-87 till date, he was maintaining himself by working as a coolie.

From the arguments advanced and statement given by the employee and Court cases cited, the following facts emerge:—

(1) The Industrial dispute relating to illegal "retrenchment from service" of Shri K. Narasaiah, ex-casual labour with effect from 1-6-87 was raised at a delayed date i.e. after 7 years and 9 months.

It is however to be noted that no time limit for raising an Industrial dispute has been prescribed under the I.D. Act, 1947. The employee has explained certain convincing circumstances for the delay. It is a fact that his juniors have been reinstated following court verdicts. Likewise, there were good number of court cases filed against

P&T department on the issue of reinstatement and regularisation rights from 1986 onwards and courts have ordered reinstatement. The employer himself has agreed for arbitration on this issue. For all these reasons delay in raising the industrial dispute is not considered as a serious lapse for rejecting the claim of the employee.

(2) It is a fact that the employee had put in more than 240 days of attendance in a period of 12 months preceding his alleged termination and that the employer has not observed the provisions of Section 25-F of the I.D. Act.

So being the case, termination of the services are illegal and the employee is entitled to reinstatement with full back wages.

It is however, seen from the various cases quoted by Union Secretary while reinstatement and regularisation has been ordered by the Courts/Tribunals back wages have not been ordered in many cases. Only in one case back wages were ordered. Further the employee was not diligent enough over the issue for over 7 years and 9 months. So being the case ordering back wages is not warranted in this case.

Keeping the above facts and circumstances in view, I give my "AWARD" as below :—

1. Shri K. Narasaiah, S/o Shri Yellaiah should be given employment as Mazdoor within 15 days from the date of commencement of this Award and he should be absorbed as a regular employee as per existing departmental instructions.
2. Shri K. Narasaiah will however not be entitled to any back wages.
3. Shri K. Narasaiah will however be entitled to back wages with effect from the 16th day of the commencement of this Award and till such time he is engaged as Mazdoor.

Dated this 2nd day of November 1995.

K. RAMAKRISHNA, Dy. Chief Labour  
Commissioner (Central)  
BANGALORE & ARBITRATOR

नई दिल्ली, 10 नवम्बर, 1995

का.श्रा. 3159.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार बम्बई पोर्ट ट्रस्ट के प्रबन्धन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अन्वय में निदेशों और औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, बम्बई के पंचपट की प्रकाशित करती है, जो केन्द्रीय सरकार को 8-11-95 को प्राप्त हुआ था।

[संख्या एन-31011/17/92-आई आर (विवाद)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 10th November, 1995

S.O. 3159.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bombay Port Trust and their workmen, which was received by the Central Government on the 8-11-95

[No. L-31011/17/92-IR (Misc.)]

B.M. DAVID, Desk Officer  
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL NO. 2

BOMBAY

PRESENT :

SHRI S. B. PANSE.—Presiding Officer  
REFERENCE NO. CGIT-2/91 OF 1993

Employers in relation to the management  
of Bombay Port Trust.

And

Their workmen.

APPEARANCES :

For the Management.—Mr. M. B. Anchan  
Advocate.

For the Workmen : Mfr. D. L. Maskikar  
Representative.

Bombay, the 11th October, 1995

AWARD

The Government of India, Ministry of Labour by its letter No. L-31011/17/92-IR (Misc), dated 15-12-93 had referred to the following industrial dispute for adjudication.

“Whether the action of the management of BPT, Bombay in refusing to extend similar reimbursement of conveyance allowance granted to officers—vide Secretary's letter No. PRO/GM-MS/594 dated 1-12-89 to the eligible Class III employees in view of revision of Tariff for Taxi fare by the Government of Maharashtra is just, proper and legal? If not, to what relief are the workmen entitled to?”

2. The Assistant Secretary, Transport & Dock Workers Union, Bombay filed a Statement of Claim. He contended that due to the frequent raise of tariff for Taxi and other public transport system on number of times by the Government of Maharashtra, B.E.S.T. as well

as Railway Authorities etc. it was demanded that the reimbursement of conveyance expenses be enhanced by 100 per cent as from 1-3-90, the date was so fixed because the Officers were given such a benefit.

3. The Union contended that the Class III employees are granted reimbursement of Conveyance expenses with a ceiling. The quantum of amount is fixed to individual post after taking into consideration the area to be covered by all modes of transport on kilo metre basis. This rate was fixed long back. Now, due to the excess in business the coverage is more. The reimbursement is effected only after filling the prescribed form No. G.27F and adhering the lengthy procedure. The employees also required to give taxi number whatever necessary. So far as the Officers are concerned they are not required to fill-up G.27F form and other requirements. The Union prays that the ceiling of allowance be fixed as per the increase in index. It is also prayed that the conveyance expenses should be paid along with the salary without filling up form No. G.27F. It is also prayed that the conveyance allowance may be fixed to different grades to Rs. 300 to Rs. 450 w.e.f. 1-3-90 with other reliefs.

4. The management resisted the claim by written statement Ex.6. It is averred that the claim of the Union is unjust and improper. The conveyance allowance is given as per the rules prescribed. The rules which are made applicable to the Officers are not applicable to the workers. The requirements of filling up form No. G.27F is on the basis of the rules governing the rule of paying conveyance allowance and the same cannot be done away. The requirement of giving number of taxi is with a view to get effective control over the claims of conveyance expenses. Under such circumstances it is submitted that the action of the management will be treated just and proper.

5. The Union filed its rejoinder at Ex. 7 and denied the contentions taken by the management in the written statement. It also asserted its earlier stand.

6. The issue that fall for my consideration and my points thereon are as follows.

#### ISSUES

#### FINDINGS

1. Whether the action of the management of BPT, Bombay in refusing to extend similar reimbursement of conveyance allowance granted to Officers—vide Secretary's dt. 1-12-89 to the eligible Class III employees in view of revision of Tariff

for Taxi fare by the  
Govt. of Maharashtra is just, Action is  
proper and legal? just.

2. If not, to what relief the Does not  
workmen are entitled to? survive.

### REASONS

7. The Union and the Management filed the purshas at Ex. 10 & 11 and inform the Tribunal that they do not want to lead any oral evidence.

8. It is not in dispute that the issue of reimbursement of conveyance of Class III employees of the Account Dept. of BPT has been resolved by the Chairman of BPT dt. 13-3-95. It is also not in dispute that the Management had revised the ceiling and reimbursement of conveyance expenses to Class III employees of CME's Dept. w.e.f. 25-12-93 from the submission made by the Union itself had reveals that the management is looking after the matter properly. It had considered the demand of the Union and had effected the change.

9. In the Statement of Claim the Union tried to make the claim of conveyance allowance as per the Officers. It is tried to argue on behalf of the management that these demands is not justified for the following reasons :

- Class III employees are not entitled to the conveyance allowance sanctioned to the Officers.
- Normally Class III employees are expected to travel by the Buses or by Trains only and they are not entitled to Taxi Fares except in exceptional circumstances.
- As per the Policy decisions of the Govt. vide D.O. Letter of the Ministry of Shipping and Transport No. LWO-4/84-R.O. dt. 17-10-89 of the Ministry of Surface Transport expenditure on travelling allowance should not be allowed to increase and should be kept as far as possible at 1983 level in monetary terms.
- Almost all the Section of the Port Trust have been provided with the facilities of vehicles so that they can minimise travel by taxis.

10. The Unions demand of removal of following of the form No. G. 27F or giving the taxi number cannot be exceeded to because it is contemplated under rules governing the payment of conveyance allowance. It is rightly argued that it is necessary to have effective control over the conveyance expenses. The demand of the Union that increased in conveyance allowance be paid from 1-3-90 cannot be acceded as there is no evidence to that effect. I do not find any reason for

changing the date by which the increased conveyance allowance is given by the management. The facilities given to the Officers and that of the workers are different. They cannot be compared. The demand of the Union that the facility given to the Officers by letter dt. 1-12-89 is be given to them soon is not just and proper.

11. For all these reason I record my findings on the issues accordingly and pass the following order.

### ORDER

- The action of the management of the BPT, Bombay in refusing to extend similar reimbursement of conveyance allowance granted to Officer-vide secretary's letter no. PRO/GM-MS/594 dt. 1-12-89 to the eligible Class III employees in view of revising of Tariff for Taxi fare by the Govt. of Maharashtra is just, proper and legal.
- No order as to costs.

S. B. PANSE, Presiding Officer

नई दिल्ली, 13 नवम्बर, 1995

का.आ. 3160.—आयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक पटना के प्रबन्धतंत्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट आयोगिक विवाद में, केन्द्रीय सरकार आयोगिक अधिकरण, धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार का 9-11-95 को प्राप्त हुआ था।

[संख्या एल-12012/190/93-आई आर बी 2]

पी.जे. माइकल, डैस्क अधिकारी

New Delhi, the 13th November. 1995

S.O. 3160.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the Management of Punjab National Bank, Patna and their workmen, which was received by the Central Government on 9-11-95.

[No. L-12012/190/93-IR(B-II)]  
P. J. MICHEAL, Desk Officer

### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

**PRESENT :**

Shri D.K. Nayak,  
Presiding Officer.

In the matter of an industrial dispute under  
Section 10(1)(d) of the I.D. Act, 1947  
Reference No. 20 of 1994

**PARTIES :**

Employers in relation to the management of  
Punjab National Bank, Patna and their  
workmen.

**APPEARANCES :**

On behalf of the workmen : Shri B. Prasad,  
General Secretary, BEF Bihar.

On behalf of the employers : Shri Biswajit  
Satpathy, Authorised representative.

STATE : Bihar INDUSTRY : Banking  
Dated, Dhanbad, the 31st October, 1995

**AWARD**

The Government of India Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this tribunal for adjudication vide their Order No. L-12012/190/93 dated, the 3rd February, 1994.

**THE SCHEDULE**

“Whether the action of the management of the Punjab National Bank, Patna in terminating the service of Sri D.N. Upadhyaya, Ex-Peon, Exhibition Road Branch, Patna w.e.f. 26-7-91 is justified? If not to what relief is the workman entitled to ?

2. In order to meet the reference stated earlier the workmen through the sponsoring union has filed the w.s. stating inter-alia that the concerned workman Shri D.N. Upadhyaya, the details of which are stated therein was appointed as temporary peon in the Punjab National Bank (hereinafter referred to as Bank), Exhibition Road, Branch Patna on 27-4-86 for discharging the duties of Peon and he used to carry on duties such as carrying token books, scroll book from cash department to the Accounts department and vice-versa, carrying registers, ledgers, serving water to the staff and customers and also used to post for mails carrying daks to various Bank's offices and other Sundry job peon as required. His duty hours was from 10.00 A.M. to 6.00 P.M. regularly. However, he was paid @Rs. 10/- per diem through vouchers and the payment was made sometimes to him in the name of conveyance etc. He worked in the said bank from 27-4-86 to 27-7-91 and he was stopped from the work on and from 28-7-91 and this becomes retrenchment of the concerned workman under Section 2(00) of the I.D. Act, 1947. He was neither paid the notice pay nor he

was served with any notice as per provision of I.D. Act. After such termination the concerned workman approached the management on various occasion with a request to reinstate him in his own post but the management did not concede to it and thereby an industrial dispute was raised before the ALU(C), Patna for their intervention on 25-4-92. As the ALU(C) Patna failed to make any conciliation amongst the workman and the management the matter was referred to the Ministry of Labour who had made this reference for adjudication by this tribunal. It is stated further that the management did not adhere to the provision of section 25F of the I.D. Act while terminating the concerned workman nor the Rule 77 and 78 of the said Act were complied with and the action of the management was in violation of Article 14 and 41 of the Constitution of India and the management denied the principles of “Equal pay for equal work”. It is stated further that the concerned workman completed 240 days regularly in a calendar year without any interruption and he is entitled to be reinstated in his service with full back wages with effect from 28-7-91 and to get an order of regularisation as Class IV in subordinate cadre.

3. The workmen in his rejoinder to the management's w.s. filed on 10-2-95 stated that he comes within the definition of “workman” which has been given by the management. It is stated further that Desai Award is relevant in the present case. It is stated further that his appointment was orally in the Bank and in the branch with effect from 27-4-1986 and his stopping from work comes within the ambit of retrenchment as contemplated under Section 2(00) of the I.D. Act with needs compliance of Section 25 of the I.D. Act. The workman in another petition dt. 25-7-95 had stated that wrongly the date of termination had been stated as 28-7-91 but it would be 27-7-91 for all purposes.

4. The management in his W.S.-cum-rejoinder had stated that the dispute as asked by the workman cannot be termed as industrial dispute under Section 2(k) of the I.D. Act, 1947 as the petitioner was not at all workman under Section 2(s) of the said Act. He was engaged by the Branch Manager, Exhibition Road branch for performing some jobs of casual nature which were not connected with the Banking industry and it came to an end of the completion of the job and consequently the claim of the concerned workman is not covered under Desai Award where para 16.9 it is stated persons who are casual employees or who are employed to do casual work are excluded from the operation of this Award and thus the present claimant cannot get any relief as he has not been retrenched from the service which comes within the ambit of I.D. Act, 1947. The further case of the management is that the concerned workman Shri Upadhyaya was engaged as a casual labour for doing certain specific jobs which



were of casual nature having no connection whatsoever with the banking industry his remuneration paid from time to time for the services rendered by him in an agreed rate and within his job of casual nature such as shifting and destroying the records, repairing of furnitures and fixture lining of water pipelines etc. He used to perform the work which were not perennial in nature and it was automatically terminated when requirement ended and as he was not a "workman" the question of notice pay and service of notice does not come in. In the appointment of a Bank some norms are to be observed such as calling of names from the Employment Exchange, verification of eligibility of sponsored candidates, conducting of interview, verification of character and antecedents by Police authorities, issuance of appointment letters and lining up of joining formalities which did not occur in the present case. So the claimant is not entitled to get any relief under the provision of I.D. Act and the reference is to be decided against him.

5. In support of the respective cases both the parties have filed their documents which have been exhibited besides the oral evidence. Ext. M-1 is the norms of appointment of the workman who have worked in subordinate cadre on temporary basis. Ext. M-2 is the letter informing none was suitable for the job. From the side of the workman several dak delivery registers marked Ext. W-1 collectively Credit Cash voucher marked Ext. W-2 collectively, Acknowledgement Card marked Ext. W-3, demand notice for reinstatement in service as subordinate cadre in the management's Bank marked Ext. W-4 and the application before ALC(C) raising industrial dispute marked Ext. W-5 and a circular Ext. W-6 have been exhibited.

6. Besides that for the management one witness namely M.C. Verma had been examined as MW-1 who had deposed on oath. He was not aware of any D.N. Upadhyaya nor he saw him to work in Punjab National Bank in Exhibition Road branch of the Bank, Patna. He only deposed with reference to the record available to the Bank and in the official register he did not find the name of the concerned workman and as name of Shri Upadhyaya was not found in the bank's register he had no knowledge about him. Further he found some documents of daily wages in the name of the concerned workman Shri Upadhyaya. He had admitted that there was an agreement between the management and the union dt. 14-1-91 adopting some principles for absorption of some casual workmen which was circulated in different banks. He was not aware whether the concerned workman has submitted any application pursuant to the conciliation as referred to. For the workman the concerned workman Shri D.N. Upadhyaya has been examined as WW-1 who has deposed in support of his claim.

7. At the very outset let us point out the reference itself which will give some light for adjudication of the point in issue.

8. The schedule of the reference runs as follows :—

"Whether the action of the Management of the Punjab National Bank, Patna in terminating the service of Sri D.N. Upadhyaya, Ex-Peon, Exhibition Road Branch, Patna w.e.f. 26-7-91 is justified? If not, to what relief is the workman entitled to?"

9. On careful scrutiny of the said reference we should not omit the word "Ex-Peon" as because it is a settled principle of law that no tribunal should travel beyond the terms of reference. It was stated by the representative of the management in course of argument that if any wrong fact stated in the reference itself every party has a right to refer the matter to the Ministry for appropriate correction but nothing was done so in the instant case from the side of either of the parties. Therefore, the word "Ex-Peon" leads us to the point that the concerned workman was considered or accepted to be a peon before termination otherwise an objection should have been raised from the side of the management to the terms of reference at the very inception describing Shri Upadhyaya to be "Ex-Peon".

10. Therefore I have no other alternative than to accept Shri Upadhyaya to be a Peon while working in the Bank so long he was attached thereto.

11. It is the case of the concerned workman that he worked in the Bank as a Peon from 27-4-86 to 26-7-91 and he was stopped from work with effect from 27-7-91 and from the series of documents I find that he used to carry daks which can never be the work of a casual worker also credit cash shows that the concerned workman was paid from the Bank from time to time and before the ALC(C) in continuation of the demand before the Zonal Manager it was stated by the concerned workman which he has stated on statement on oath that he used to carry ledgers, scroll books, cheques to regional collection centre and also to perform other allied duties. It is also in his petition before the ALC(C) as well as in his deposition before this Tribunal that he used to deliver dak and he has given series of instances in such petition before the ALC(C) and he has given the dates, voucher No. and amount of payment made to him for the year 1991 and the list of works clearly goes to show that from 1987 to 1991 he worked and obviously he completed work for more than 240 days in 12 calendar months and thereby he can be considered to be a "workman" within the ambit of I.D. Act, 1947. These facts were also stated by the concerned workman on

oath but none come forward to deny it from the side of the management. The evidence of the management was given by such a person who was not aware of anything about the concerned workman and thereby the evidence of the workman remains unchallenged.

12. It is an admitted position that a settlement took place between the representative of the employer and the representing employees in the year 1991 which is on record and a circular was issued to that effect on January 21, 1991 marked Ext. W-6 in which it was agreed to that all the temporary employees employed by the Bank who had put in not less than 240 days service in the Bank for which wages have been paid in any 12 consecutive months shall be considered for employment subject to exemption by Director General of Employment and Training in the service of the Bank in subordinate cadre and on selection shall be appointed on an initial basic pay of Rs. 815 P.M. on their making application in writing latest by 30th June, 1991. Already it has been held that the concerned workman had completed work of 240 days in the management bank and he was stopped from work on and from 27-7-91 and thereby obviously he was in service as a temporary Peon on 30-6-1991 and if that be so as per said circular he was entitled to be absorbed and regularised as subordinate cadre in the scale or salary as stated in the settlement marked Ext. W-6.

13. It was pointed out by the management that as per para-7 the concerned workman cannot raise any dispute in this Tribunal which is prohibited any workman from raising any dispute in any Court of law relating to their termination and other benefits under the provision of Industrial law applicable if any. I have given my anxious consideration and I am of the opinion that he has not been terminated considering him to be a Peon but his termination is as a casual worker and thereby the very portion of the settlement was denied in his case and in that case he cannot be victimised for the later part of the settlement.

14. Therefore, the settlement and the evidence and the circumstances go to show that the concerned workman worked in the said Bank on temporary basis since 1987 and he was terminated without serving any notice and after enforcement of the settlement as referred to Ext. W-6.

15. In this premises some legal points should be pointed out to clarify the point in issue. In different cases it has been decided by different Hon'ble Court that the principle for "equal pay for equal work" and security of the casual employees by way of regularising them within a reasonable period should be followed in order to reach a goal to our socialistic policy. It is also settled by different Hon'ble Courts that if a person be not recruited regularly but he proceeds with the work for more

than a year as a casual labour for about a pretty long time he should be given a right of regularisation following the principles of "equal pay for equal work" and in a case *Surender Singh Vs. Engineer-in-Chief, CPWD* it was held by the Hon'ble Supreme Court that workers who have completed work for more than 6 months even be regularised. So following the principles enunciated by different courts and the settlement as referred to I am of the opinion that accepting Shri Upadhyaya to be a Peon as it is reflected in the reference itself after lapse of such long term it is unjustified and illegal to terminate him inspite of the fact that several persons were absorbed in the year 1993 and 1994 as Peon as it appears from Annexure-D which was submitted on the date of argument.

16. Therefore, in view of the facts and keeping in mind the legal position I am of the opinion that the concerned workman Shri Upadhyaya is a workman within the ambit of the I.D. Act and his termination comes within the definition of retrenchment of Section 2(OO) of the I.D. Act and he is entitled to get the benefit of Section 25F of the said Act. Lastly it is held that under the terms of settlement as pointed out and for discharging duties as a Peon by the concerned workman for a long term and holding him to be a workman under the I.D. Act his termination is considered to be a retrenchment and this Tribunal has ample power to interfere with such retrenchment and to pass an order of reinstatement holding the said order of retrenchment to be illegal and unjustified.

17. Accordingly it is held that the action of the management of Punjab National Bank in terminating the services of Shri D. N. Upadhyaya, Ex-Peon, Exhibition Road branch with effect from 26-7-91 is unjustified and illegal and he should be reinstated with the following terms :—

"The management should absorb and regularise the concerned workman as Peon in the subordinate cadre within one month from the date of publication of this Award. However, no back wages is awarded in favour of the concerned workman as he was a temporary Peon at a daily wages."

18. Thus the reference is disposed off. This would take effect within one month from the date of its publication.

19. This is my Award.

D. K. NAYAK, Presiding Officer

नई दिल्ली, 13 नवम्बर, 1995

का.आ. 3161 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार या धरा बैंक, हैदराबाद के प्रबंधक के संवत् नियोजकों और उनके कर्मचारों के बीच, अन्वय में निम्नलिखित औद्योगिक

गिक विवाद में, औद्योगिक अधिकरण, हैदराबाद के पंचपट, को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-95 को प्राप्त हुआ था।

[संख्या पत्र-12012/46/87-आई.ए.ए. (बी 2)]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 13th November, 1995

S.O. 3161.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Andhra Bank, Hyderabad and their workman, which was received by the Central Government on 9-11-95.

[No. I-12012/46/87-D.IV-A-1R(B-II)]

P. J. MICHAEL, Desk Officer

### ANNEXURE

### BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD.

#### PRESENT :

Shri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I.

Dated, 30th day of August, 1995

#### INDUSTRIAL DISPUTE NO. 54 OF 1987

#### BETWEEN :

The Workmen of Andhra Bank,  
Central Office, Sultan Bazar,  
Hyderabad (A.P.)

.. PETITIONERS

#### AND

The Management of Andhra Bank,  
Central Office, Sultan Bazar,  
Hyderabad (A.P.)

.. RESPONDENT

#### APPEARANCES :

S/Sri A. K. Jayaprakash Rao, P. Damodar Reddy, Ch. Laxminarayana and V. N. Goud, Advocates for the Petitioner.

Sri K. Srinivasa Murthy, Honorary Director and Miss G. Sudha, Honorary Secretary of the A. P. Federation of Chambers of Commerce and Industry for the Respondent.

#### AWARD

The Government of India, Ministry of Labour, New Delhi by its Order No. L-12012/46/87-D.IV(A), dt. 4-11-1987 made this reference with respect to four workers for adjudication of the industrial dispute by this Tribunal. The Government of India, by its corrigendum dt. 26-9-91 to the schedule added two more workmen to the schedule annexed to that order and it reads as follows :—

“Whether the action of the management of Andhra Bank, Hyderabad in terminating services of the workmen whose names are listed in the Schedule below is justified ? If not, to what relief these workmen are entitled ?”

Name	Designation	Date of termination
1. Sri R.V.Venkata Ramana Reddy	Sub-staff	13-10-1984
2. Miss K. Kanya Kumari	Clerical	31-12-75
3. Sri M.Ashok Kumar Reddy		25-5-76
4. Sri M. Upendra Reddy	Clerical	10-6-76
5. Sri P. Keshava Murthy	Clerk	19-5-1981
6. Sri k. Hanumantha Reddy	Clerk	27-6-1980

The said reference has been taken on file as Industrial Dispute No. 54 of 1987. After receipt of the notices, the parties appeared in this Tribunal and they are being represented by counsel.

2. All the six workmen filed their claim statements separately. The material avorments in the claim statements of the six workmen are as follows :—

(i) The first petitioner—Workman R. Venkata Ramana Reddy was appointed as Sub-Staff in the Respondent Bank i.e. Andhra Bank on 6-1-1984 and worked upto 13-10-1984. He was in the employment of the Respondent Bank for a period of 270 days till his services were illegally terminated by the Respondent Bank in violation of Sections 25-F, 25-H and 25-G of the Industrial Disputes Act, 1947. The 1st Petitioner protested against the illegal order of termination and made several representations to the Respondent-Bank, that the Respondent Bank has not given any response to the representations of the 1st petitioner.

The second Petitioner Miss K. Kanya Kumari was appointed as Clerk in the Respondent Bank on 1-1-1975 and continuously worked upto 31-12-1975 when she was illegally terminated by the Respondent in violation of Section 25-F, 25-H and 25-G of the I.D. Act and that she worked for 261 days and that she protested against the illegal order of termination and made several representations to the Respondent Bank and the Management has not given any response to the said representations.

The third Petitioner M. Ashok Kumar Reddy was appointed as Clerk in the Respondent Bank on 26-5-1975 and worked upto 25-5-1976 when he was illegally terminated in violation of Section 25-F, 25-H and 25-G of the I.D. Act, and he was in the employment of the Respondent Bank for a period of 241 days, and he made several representations against the illegal order of his termination but there was no response from the Management.

The fourth petitioner Sri M. Upendra Reddy was appointed as Clerk in the Respondent Bank on 8-11-1974 and worked continuously upto 10-6-1976 when he was illegally terminated in violation of Sections 25-F, 25-H and 25-G of the I.D. Act and he made several representations in protest against the illegal order of termination and there was no response from the Respondent Bank.

The fifth Petitioner P. Keshava Murthy was appointed in Clerical cadre as temporary employee on 1-1-1980 and continuously worked that 19-5-81 with intermittent and artificial breaks. He was in the employment for a period of 273 days, and he has been terminated in violation of provisions of Section 25-F, 25-H and 25-G of the I.D. Act, and he made

several representations protesting against the invalid termination of his services but there was no response from the Respondent Bank.

The claimant No. 6 K. Hanumantha Reddy, was appointed in Clerical cadre as temporary employee on 13-2-1979 in the Respondent-Bank and worked continuously till 27-6-1980 when he was illegally terminated in violation of Sections 25-F, 25-H and 25-G of the I. D. Act. He had put in 334 days service when his services were terminated. He made several representations in protest against the illegal termination but there was no response from the respondent-Bank.

(ii) The petitioners also plead in their claim statement that the matter relating to the termination of employees who worked continuously for a period of more than one year in the Respondent-Bank, was discussed at length in the Industrial Relations Committee meetings between the Union and the Management from time to time, that the Respondent Bank created artificial breaks in the services of these petitioners in order to defeat their right for regular absorption in the Respondent Bank, that they are qualified to hold regular posts, that the Respondent Bank appointed number of employees after the retrenchment of these petitioners. Thus the Respondent Bank has shown favouritism, nepotism and other considerations while recruiting fresh employees. The Respondent Bank did not offer employment to the Petitioners. Therefore the action of the Respondent Bank is in violation of Section 25-H of the I.D. Act and also in violation of Rules 77 and 78 of the Industrial Dispute Rules. The Petitioners also plead that the Respondent Bank had also promised to consider the cases of these petitioners when the matter came up before the Conciliation Officer, i.e. Assistant Commissioner of Labour (Central), Hyderabad and therefore the matter was closed for the time being giving liberty to the Petitioners Union to raise the dispute in future when the matter is not amicably settled. The Management rejected the request of the petitioners for absorption. Therefore the Union of the Petitioners took up their cause and raised the present dispute. The petitioners could not secure alternative employment subsequent to their retrenchment inspite of their best efforts and they are on starvation. Therefore, the petitioners pray for declaration that the Retrenchment of the services of these petitioners as illegal and void and to direct the Respondent-Bank to reinstate them into permanent service and to pay back wages and other attendant benefits from the date of their illegal termination.

3. On behalf of the Respondent Bank, a counter has been filed to the following effect.

(i) It is true that the first petitioner R. Venkata Ramana Reddy was appointed as Sub-Staff on 6-1-1984 on temporary basis to work in the casual vacancy. As and when there is work or exigency of work demand, he was appointed. The allegation that he continuously worked upto 13-10-1984 is false. The allegation that he worked for 276 days and that his services were illegally terminated in violation of Sections 25-F, 25-H and 25-G of the I.D. Act is false. The first petitioner does not come within the definition of 'worker' as defined in the I. D. Act. None of the provisions of the I.D. Act apply to the

first petitioner. The term of employment automatically expires, so the question of terminating the services does not arise. All Sub-staff vacancies are filled up through Employment Exchange and this petitioner was not sponsored through Employment Exchange. With regard to the recruitment policy of the Sub-staff is concerned, they should be recruited through Employment Exchange only for permanent post. The first petitioner instead of making through proper channel has chosen to take this step circumventing the procedure. He is trying for permanent post through the petition. The petitioner claim is misconstrued.

It is true that the second petitioner Miss K. Kanya Kumari was appointed in the Respondent Bank initially on 1-1-1975 as temporary clerk. The claim of the second petitioner that she continuously worked till 31-12-1975 is incorrect. Whenever a temporary vacancy arose in various departments and branches, the second petitioner Kanya Kumari was appointed in those places. She has not continuously worked till 31-12-1975. The allegation that the Respondent created artificial breaks in the services of the second petitioner in order to defeat her right for regular absorption in the Bank is incorrect.

It is true that the third Petitioner M. Ashok Kumar Reddy was appointed in the Respondent Bank as temporary clerk on 26-5-1975. The allegation that he worked continuously till 25-5-1976 is incorrect. He is not entitled for regular absorption in the permanent post. The allegation that the Management has given artificial breaks in the services of this petitioner is incorrect.

It is true that the fourth petitioner M. Upendra Reddy was appointed as temporary clerk on 8-11-1974 at Hyderabad Branch. The allegation that he continuously worked till 10-6-1976 is incorrect. The allegation that the Management created artificial breaks in service is incorrect and he is not entitled for regular absorption in the Bank.

It is true that P. Keshava Murthy the fifth petitioner was appointed in the Respondent Bank as temporary clerk from 1-1-1980 for a period specified in the order of employment. The appointment is purely temporary in nature and automatically ceased on the expiry of the said period stipulated in the appointment order. The allegation that he worked continuously for more than one year is incorrect. Whenever a temporary vacancy arose in the Branches, the services of B. Keshava Murthy was availed and he was appointed in those posts. The allegation that the Respondent created artificial breaks in his service in order to defeat his right for regular absorption in the Bank is incorrect.

The sixth petitioner K. Hanumantha Reddy was posted in the temporary vacancy caused due to temporary increase in work load and on some occasions to fill up the leave vacancies by giving a specific order of appointment. The employment, being temporary, is governed by the terms and conditions stipulated in the appointment order issued. The allegation that the Management created artificial breaks in order to deprive the employee of the be-

benefits that accrue to him under the provisions of the I.D. Act is incorrect.

(ii) It is also pleaded in the counter that the Respondent Bank is governed by the instruction received from the Government of India from time to time for the purpose of recruitment and no appointment can be made in the Bank in violation of the rules in force as stipulated by the Government. The Respondent cannot give a go-by to the rules and absorb the candidates in the permanent vacancies as claimed by the Petitioner-Union. In terms of the rules in force and instructions from the Government of India, the Nationalised banks including the Respondent-Bank are required to recruit clerical cadre employees through the Banking Service Recruitment Board which will hold written test as well as interview and select the candidates. A Nationalised Bank, whenever vacancies arose, will send a requisition to the Banking Service Recruitment Board (in short B.S.R.B.) informing them the number of vacancies in the Bank. The B.S.R.B. shall, on completion of the selection process, forward a list of selected candidates to the Bank concerned, which, in turn, will issue appointment order. For temporary employees, automatically after time is over, their employment will expire. So the question of giving termination order in writing and indicating reasons for termination, does not arise. Hence the Respondent Bank need not comply with the provisions of Section 25 of the I.D. Act as there is no retrenchment. The Management has not violated any of the provisions of law or bipartite settlement or awards or the provisions of the I.D. Act as alleged. The Respondent Bank explained the petitioners the correct position with regard to their representations the allegation that the Management has appointed number of employees in clerical cadre while terminating the services of the petitioners without written test is incorrect. After the Nationalisation the Respondent Bank has no right to give a go-by to the recruitment procedure. The petitioners have kept quite for long time and raised the dispute seeking regularisation which is bad in law. The settlement was entered into with the Union previously with regard to the regularisation of temporary sub-staff who have worked for 240 days or more prior to nationalisation i.e. 15-4-1980 and the services of such temporary employees were regularised as one time measure. The Petitioner Union is a party to the said settlement and as such it is binding on it. The claim of the petitioners has become stale due to flux of time. They have not made a demand within reasonable time. The reference itself is bad in law since stale claims cannot be entertained and are, not maintainable. The petitioner would have appeared for the test conducted by B.S.R.B. for recruitment as clerical staff on regular basis and get selected in the competitive examination. If these petitioners are required to be absorbed in the Bank at this juncture the candidates who are selected through the B.S.R.B. with a meritorious record or academic qualification will be losing their opportunities. The allegation that the Management appointed number of employees during the year 1975 to 1980 without written test is not correct. The Management has adopted the principle of 2+4+C i.e. two months temporary service plus four months probation and then confirmation. The petitioners herein are not entitled to come under this category and the said category of employees were exhausted

and no such scheme is open in the Bank now. The allegation that ever since the date of termination of their services, the petitioners remained unemployed and could not secure alternative employment in spite of their best and honest efforts is incorrect. Hence the Petitioners herein are not entitled for absorption on regular basis to the permanent posts. The Petitioners are not entitled for any relief under this reference.

4. On behalf of the Petitioners, W.W-1 to W.W-6 are examined and Exs. W1 to W49 are marked. On behalf of the Respondent-Bank, M.W1 to M.W4 are examined and Exs. M1 to M15 are marked. All the six petitioners in this reference are examined as W.W1 to W.W6 and they deposed to the averments in their claim statements. M.W-1 V. V. Bhagwati is the Deputy Chief Officer in the Personnel Department of the Respondent Bank. M.W2 is David Jayaprakash is another Chief Officer in the Respondent-Bank M.W3 K. Dayanand is the Branch Manager, Raichur Branch and M.W4 N. V. Narsimiah is the Managing Director of Andhra Bank Farmers Cooperative Services Society, Tumukunda. M.Ws.1 to 3 deposed to the averments in the counter and M.W4 deposed that the sixth petitioner Hanumantha Reddy is working as Accountant in his Society since 1981. He produced service register and other documents relating to the service particulars of the sixth petitioner K. Hanumantha Reddy. The detailed documents marked on behalf of the Petitioners and the Respondent Bank are appended to this Award.

5. The points that arise for consideration are as follows :

- (1) Whether the action of the Management of Andhra Bank, Hyderabad in terminating the services of six workmen under this reference is justified ?
- (2) To what relief the workmen are entitled to in this reference ?

6. POINT (1).—Admitted facts as revealed from the evidence on record are as follows :—

The first petitioner R. Venkata Ramana Reddy worked as Sub-staff contingent employee and Petitioners 2 to 6 worked as temporary clerks in various Branches of Andhra Bank intermittently before its Nationalisation on 15-4-1980. They were discharged after expiry of the temporary period for which they were appointed. It is also admitted that at the time of their discharge from service one month notice was not given, one month's pay in lieu of notice was not paid, no retrenchment compensation was paid no reasons were also mentioned for the discharge of their service. It is also that prior to Nationalisation of the Respondent Bank on 15-4-1980 the temporary appointments were made to Sub-staff to clerical cadre to work in the leave vacancies of permanent employees to a cope up with the temporary increase in the work load. The Branch Managers were recruiting such temporary staff with the prior permission of the Controlling authorities and whenever the temporary appointments were made the appointment orders were being issued for specific periods by the concerned authorities. Subsequent to the Nationali-

sation the recruitment of clerical cadre employee on permanent basis is entrusted to the Banking Service Recruitment Board and no temporary appointment are being made in the clerical cadre. With regard to Sub-staff, the candidates sponsored by the employment Exchange are being recruited on permanent basis and also for temporary vacancies.

7. It is contended on behalf of the Petitioners that these petitioners were retrenched in violation of provisions of Sections 25-F, 25-G and 25-H of the I.D. Act and as such the retrenchment of these Petitioners is null and void and they are entitled for reinstatement with back wages etc. The learned counsel for the Respondent Bank submits that all these petitioner were appointed on temporary basis and they have not worked for more than 240 days in any calendar year and that they have been discharged by efflux of time after expiry of the temporary period for which they were appointed. The learned counsel for the Respondent Bank further contends that these petitioners have been gainfully employed subsequent to their discharge and as such they are not entitled for reinstatement with back wages and the petitioners are not entitled for any relief under this reference.

8. Admittedly all retrenchment is termination of services, but all terminations of service may not be retrenchment. In order to be retrenchment, the termination of service has to fall within the ambit of definition of 'retrenchment' as contained under Section 2(oo) of the I.D. Act, Section 2(oo) of the I. D. Act defines retrenchment and it reads as follows :

"Retrenchment' means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contained a stipulation in that behalf; or
- (bb) termination of the service of the workmen as a result of the non-renewal of the contract of the employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health."

Section 25-F of the I.D. Act prescribes the conditions precedent for retrenchment of a workman and it reads as follows :—

"Conditions precedent to retrenchment of Workmen :—No workmen employed in any industry who has been in continuous services

for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workmen has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workmen has been paid in lieu of such notice, wages for the period of the notice,
- (b) the workmen has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months and
- (c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette."

Section 25-G of the I.D. Act provides procedure for retrenchment and it reads as follows :—

"Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman".

Section 25-H of the I.D. Act relates to re-employment of retrenched workman and it reads as follows :—

- "(1) Where any workman are retrenched, and the employer proposes to take into his employment any persons, he shall, in such manner as may be prescribed, give an opportunity to the retrenched workmen who are citizens of India to offer themselves for reemployment and such retrenched workmen who offer themselves for reemployment shall have preference over other persons.
- (2) Where a closed unit is reopened the workmen on the roll of the unit immediately before its closure shall be given an opportunity to offer themselves for reemployment in the manner provided in sub-section (1)".

9. The termination of services of a workman as a measure of retrenchment without complying with the mandatory requirements of law under Section 25-F will be illegal. The burden of proof to establish that the termination of the service is retrenchment is on the person putting forward that claim. In other words, where the employee claims that he has been retrenched, he must prove that he was retrenched from service and it is not for the employer to prove

that the termination of the service of the employee was otherwise than by way of retrenchment. In discharge of that burden, in the instant case, all the six petitioners got examined as W.W1 to W.W6. Now I will consider how for each petitioner has established his case that he has been retrenched from service without complying with the mandatory provisions of the I.D. Act.

10. The first petitioner Sri R. Venkataramana Reddy worked as temporary Sub-Staff in the Respondent-Bank. With regard to the date of his joining service differs from his pleading in the claim statement and his oral testimony as W.W4. In para 2 of his claim statement he pleads that he was appointed as Sub-Staff on 6-1-1984 and continuously worked upto 13-10-1984. In his evidence as W.W4 he deposed that he joined the Respondent-Bank as Sub-Staff on 25-6-1979 and his services were terminated on 13-10-1984 and that he worked for 276 days. Thus there is discrepancy with regard to the date of his joining service as Sub-Staff from his pleadings in the claim statement and his oral testimony; Ex. W25 is said to be statement prepared by him with regard to the particulars of his services. This relates to the period from 25-6-1979 to 15-1-1986. This document cannot be relied on for the reasons that these particulars are not supported by any document summoned from the Respondent-Bank. Moreover, it reads as if he was in service upto 15-1-1986, whereas both in his pleadings and in his evidence as W.W4 he categorically stated that he was terminated from service on 13-10-1984. Hence Ex. W25 cannot be relied upon. Ex. W27 is the xerox copy of the letter issued by the Manager, Gazuvaka Branch, Visakhapatnam to the petitioner giving the details of his service particulars. As seen from this document this petitioner No. 1 worked as Sub-Staff from 29-3-1982 to 21-11-1985 intermittently for 334 days. The witnesses examined on behalf of the Respondent Bank (M.W.1 to M.W.4) have not disputed this document Ex. W27. It is a document issued by the Manager, Guzvaka Branch, Visakhapatnam of Andhra Bank and its authenticity has not been disputed by the witnesses examined on behalf of the Respondent-Bank. Therefore, I had no reason to reject his document, Ex. W27. As seen from this document the first petitioner worked for 334 days intermittently during the period from 29-3-82 to 21-11-85. But his appointment is not against the vacancy of a regular employee. He was appointed intermittently due to exigency of work. The first petitioner cannot get a right for employment on permanent basis. Hence the termination of the Petitioner does not amount to retrenchment under the definition of Section 2(oo) of the I.D. Act.

11. Further even if it is presumed for arguments sake that the termination of the petitioner amounts to retrenchment, his termination cannot be said to have been effected in violation of mandatory provisions of Section 25-F of the I.D. Act. The conditions precedent for effecting retrenchment of a workman as contained in Section 25-F of the Act are applicable only for effecting retrenchment of a workman who is in continuous service for not less than one year. Section 25-B of the Act defines continuous

service of one year. Under Sub-Section (2) of Section 25-B of the Act a workman shall be deemed to be in continuous service under the employer for a period of one year if the workman worked during the period of 12 calendar months preceding the date of termination to which the calculation is to be made as actually working. Under the employer for not less than 120 days in the case of employees working below ground and 240 days in other cases. As seen from Ex. W27 the first petitioner is said to have been terminated from service on 21-11-1985. Therefore the calculation of one year period has to be made preceding 21-11-1985. As seen from Ex. W27 the total number of days worked during the preceding

12 months period is less than 240 days. Therefore, the petitioner should not be deemed to be in continuous of one year before he was retrenched from service w.e.f. 21-11-1985.

12. The learned counsel for the petitioner submits that under Ex. W26 and Ex. W28 the petitioner No. 1 is entitled to be appointed on permanent basis as he had put in more than 240 days for which wages of the I.D. Act during the course of conciliation proceedings held on 28-12-1984 between the Andhra Bank Employees Union and the Management. Ex. W44 and Ex. M3 are the copies of Ex. W26. M.W1 has also spoken to with regard to this Memorandum of Settlement and he says that this Settlement has been entered into between Andhra Bank Employees Union and the Management to regularise the temporary employees in Sub-Staff cadre who have put in 240 days temporary service prior to Nationalisation of the Bank. Admittedly, Andhra Bank has been nationalised w.e.f. 15-4-1980. Under Clause 1(i) of the said Settlement (Ex. W26) all the temporary workmen in the Subordinate cadre till the date of Nationalisation of the Bank i.e. 15-4-1980 who have worked for 240 days on one or more years for which wages have been paid, shall be appointed permanently as regular employees in the service of the Bank as per Sub-Staff Service Rules in force. Under Clause (iii) temporary workmen include those who worked as casual labour in the Bank. Under Clause (iv) those temporary workmen in the Subordinate cadre who have worked on or after 1-1-1960 shall be considered for employment in the service of the Bank. Under Clause (viii) of this Settlement, the cases of only those temporary workmen in the sub-staff cadre who are eligible under this agreement and who applied for permanent absorption in the Bank before 31-1-1985 alone shall be considered for appointment and no fresh claim can be claimed after 31-1-1985. Under this settlement, the eligibility of temporary substaff cadres for being appointed permanently is by the date of Nationalisation of the Bank i.e. 15-4-1980. He must have worked for 240 days or more in one or more years and he should have applied for permanent absorption in the Bank before 31-1-1985. As seen from Ex. W27 the statement of particulars of service issued by the Gazuvaka Branch of the Respondent Bank, petitioner No. 1 did not work for 240 days by 15-4-1980. Further there is also nothing on record to show that the first petitioner had applied for his absorption permanently in the Bank service before 31-1-1985. Therefore, the first petitioner is not entitled for permanent absorption under the terms of settlement Ex. W26.



13. The learned counsel for the petitioners submits that as per the minutes of 37th Industrial Relations Committee meeting held at Andhra Bank Central Office, Hyderabad between the representatives of the Management and representatives of the Union (Ex. M28) the first petitioner who belonged to temporary Sub-Staff cadre is entitled to be absorbed on permanent basis. Clause (v) of the said minutes Ex. M28 relates to temporary employees in the Sub-Staff cadre. A perusal of this goes to show that the Union representatives made a request for absorption of temporary sub staff cadre and they should be empanelled for further absorption and the Management representative suggested to the Union to give a list of such candidates who have worked for temporary period for consideration. The Management has agreed that those existing temporary employees who have worked for more than 240 days in any consecutive 12 months shall be absorbed on permanent basis subject to vacancies in the area. This Clause also relates to temporary sub-staff who are on service by the date of Settlement dt. 11-11-1988 and who had put in more than 240 days in any consecutive 12 months. Admittedly the first petitioner was not in service by the date of that meeting i.e. 11-11-1988 and as such he is also not entitled for absorption on permanent basis under this Clause.

14. The second petitioner pleads in her claim statement that she was appointed as Clerk in the Respondent on 1-1-1975 and she worked upto 31-12-1975. But in her evidence as W.W3 she deposed that she joined the service on 28-12-1974 and that her service was terminated by the Respondent Bank on 31-12-1975. She filed the document Ex. W24 to show that she worked from 28-1-1975 to 31-12-1975 intermittently for a period of 181 days only. Ex. W24 is the xerox copy of the Memos issued to the second petitioner Kanya Kumari appointing her in the Account's Department intermittently from 28-1-1975 to 31-12-1975. Ex.s. W21 to W23 are the letters of representations submitted by her to the Respondent Bank for her reinstatement. The documents filed by her do not substantiate her plea that she worked for more than 240 days as claimed by her. It is in the evidence of M.W1 that the second Petitioner worked for only 175 days. Further as seen from Ex. W24 she was appointed temporarily due to temporary increase in work, that she was appointed purely due to exigency of work and not against the permanent vacancy and that too intermittently. The termination of the second petitioner does not amount to retrenchment as defined in Section 2(oo) of the Act. Further even if it is presumed that her termination of service amounts to retrenchment, there is no violation of the mandatory provisions of Section 25-F of the I.D. Act, as the second petitioner did not put in 240 days of service within a period of 12 months preceding the date of termination to which the calculation has to be made under Section 25-B of the I.D. Act. Further the second petitioner as W.W3 admits that she was working as Teacher since 1980 and it has been corroborated by M.W1 and Ex. M2 the letter issued by the Principal of Jyothi Vidyalah, Hyderabad. The second petitioner has suppressed this fact in her claim statement therefore she has not come with clean hand. Hence she is not entitled for any relief under this reference.

15. The third petitioner M. Ashok Kumar Reddy, as per his pleadings and his evidence as temporary clerk on 26-5-1975, and he was terminated from service with effect from 25-5-1976, he worked intermittently. He was appointed as temporary clerk due to exigency of work. He was not appointed continuously and he was appointed as and when his services were required to meet the exigency of work. Further he was not appointed against the permanent vacancy nor was he sponsored by the Employment Exchange for the appointment as temporary clerk. As seen from Ex. W20 the xerox copy of the certificate issued by the manager, Andhra Bank, Warangal, the third petitioner worked for 241 days during 1975-76, within a span of one year. Admittedly subsequent to the Nationalisation of the Bank recruitment of clerks is being done by the Banking Service Recruitment Board. The Management of the Respondent Bank cannot appoint directly on clerical side. The third petitioner admits in his cross examination that he applied and set for examination conducted by the Banking Service Recruitment Board for clerical staff and that he could not pass examination at any time. He further admits that for permanent post he candidate should be recruited only through the Banking Service Recruitment Board. Now the third petitioner is seeking appointment to the clerical staff on permanent basis though he failed number of times in the examinations conducted by the Banking Service Recruitment Board. Considering the circumstances in his case, the third petitioner is not qualified for being appointed as Clerk in the Respondent-Bank as he failed to qualify in the examinations conducted by the Banking Service Recruitment Board. Simply because he worked temporarily for 241 days during the year 1975-76. He is not entitled for being appointed on permanent basis as Clerical staff. The termination of the third petitioner does not amount to retrenchment. Further the claim for reinstatement of the third petitioner on a permanent basis has also become stale. Admittedly the third petitioner was removed from temporary service w.e.f. 25-5-1976. His claim for reinstatement in 1987 after lapse of more than a decade, has become stale. The ratio in *P. S. Sadasivaswamy V. State of Tamil Nadu* (1976(1) SLR. page 53), *Dehri Ropas Light Rly. Co. v. Distt. Board, Bhojpur* (1992(2) SCC page 598) and *K. V. T. Prasanna Kumar v. Rayalaseema Gramscena Bank, Cuddapah* (1994(3) ALT, page 621 Div. Bench) is to the effect that the Court cannot interfere in matters after the passage of certain length of time and that the person who does not approach the Court expeditiously for relief should not stale claim and try to unsettle the settled matter. As the claim of the 3rd petitioner has become stale due to delay in approaching this Tribunal, it cannot be entertained. Therefore, the third petitioner is not entitled for any relief in this reference.

16. The fourth petitioner M. Upender Reddy pleads in his claim statement that he worked from 8-11-1974 to 10-6-1976 as temporary clerk in various branches of the Respondent-Bank. His evidence as W. W1 is also to the same effect that he was appointed on 8-11-1974 and he was terminated on 10-6-1976



that he was not made to work continuously and that his services was broken for every three months. He also filed the xerox copies of the orders of his appointment given by the Respondent Bank and they are marked as Exs. W1 to W14. They relate to his appointment from 8-11-1974 to 31-5-1976 only. As seen from these documents, he was appointed as temporary clerk due to temporary increase in work in various Branches. Exs. W1 and W2 relate to his appointment as temporary clerk in Hyderabad Branch, in Hyderabad. Exs. W3 and W4 and W5 relate to his temporary work in Miryalguda Branch in Nalgonda District. Exs. W6 and W7 relate to his temporary work in Hyderabad Branch in Hyderabad. Exs. W8 and Ex. W9 relate to his temporary work in Marredpally Branch, Secunderabad. Exs. W10, W11 and W12 relate to his temporary work in Padmalpally Branch in Karimnagar District and Exs. W13 and W14 relate to Bhadrachalam Branch in Khammam District. He was not appointed in any particular Branch as such. On the other hand he was appointed to work in various branches where there was temporary increase of work. He was also not a candidate sponsored by the Employment Exchange but he was employed temporarily due to exigency of work. His claim that he worked from 1-6-1976 to 10-6-1976 is not substantiated by any document. Considering the nature of the work for which he was appointed it cannot be said that his termination amounts to retrenchment as defined under Section 2(oo) of the Act. Ex. W15 and W17 are the representations made by the fourth petitioner claiming for reinstatement into service. Ex. W16 and Ex. W18 are the postal acknowledgements. He made the representation under Ex. W15 on 16-8-1980 and the second representation under Ex. W17 on 10-2-1987. Admittedly his services were terminated w.e.f. 31-5-1976. Hence his claim for reinstatement has become stale as he made the representation at a belated stage. In his examination in chief as W.W1, the fourth petitioner deposed that he could not secure alternative appointment since the date of his termination from service. But in his cross examination he admits that he has been working as Scale I Officer in Nagarjuna Grammeena Bank from March 1978 onwards. He further admits that he was employed by the date of this reference. Thus suppressing the fact of his appointment in Nagarjuna Grammeena Bank he sought for a reference to this Tribunal. Hence his claim is not bonafide. The fourth petitioner has been gainfully employed subsequent to his termination from service of the Respondent Bank. Therefore the fourth petitioner is also not entitled for reinstatement as claimed by him.

17. The fifth Petitioner P. Keshava Murthy pleads in his claim statement that he was appointed as temporary clerk on 1-1-1980 and he worked upto 19-5-1981 intermittently. He got himself examined as W. W-5 and marked Exs. W-29 to W-37. Ex. W-29 and W-36 are the xerox copies of the representations made by him for reinstatement and Ex. W-37 is the list of temporary employers appointed permanently against the system 2+4+C. The evidence of this witness in his examination in chief is ordered to be eschewed from consideration by the docket order dated 27-8-1993 as he failed to present himself for examination. If the examination in chief of W. W-5 is eschewed from consideration, there will be no evidence on record to substantiate his case. Hence the fifth

petitioner is not entitled for any relief as his evidence is ordered to be eschewed from consideration as he failed himself to submit for cross examination.

18. The contention of the sixth petitioner K. Hanumanth Reddy is that he worked as temporary clerk in Andhra Bank in Raichur Branch, in Wanaparthi Branch in Jedcherla Branch from 13-2-1979 to 27-6-1980 i.e. for more than 334 days and that he has been retrenched from service without following the mandatory provisions of Section 25-F of the I. D. Act. In his evidence as W. W-6 he deposed to that effect. He is also relying on the documents Exs. W-38 to W-49. Ex. W-45 is the certificate said to have been issued by the Manager, Andhra Bank, Raichur Branch dated 21-7-1980 to the effect that the sixth petitioner K. Hanumanth Reddy has worked as temporary clerk in his Branch at Raichur during the period from 13-2-1979 to 23-2-1979, 7-5-1979 to 18-5-1979 and 9-4-1980 to 8-5-1980. Ex. W-38 is the xerox copy of Ex. W-45. Ex. W-46 is another certificate issued by the Manager, Andhra Bank, Wanaparthi Branch to the effect that the sixth petitioner Hanumanth Reddy worked as temporary clerk in his branch for the period from 4-10-1979 to 13-12-1979 and 19-12-1979 to 15-2-1980. Ex. W-39 is a xerox copy of Ex. W-46. The sixth petitioner has not produced any certificate with regard to his alleged service in jedcherla Branch. Ex. W-47, W-48, and W-49 are said to be representations given by the sixth petitioner to the General Manager, Andhra Bank, Hyderabad Exs. W-40, W-41 and W-42 are the xerox copies of Exs. W-47, W-48 and W-49 respectively and Ex. W-43 is another representation dated 13-1-1984 said to have been sent by the sixth petitioner for his reinstatement in Bank service. The Respondent-Management is disputing the service particulars as mentioned in Exs. W-45 and W-46 and it is also disputing the genuineness of these certificates Exs. W-45 and W-46. The burden lies on the sixth petitioner to prove the said documents. Except the sixth petitioner as W. W-6 he did not choose to examine any other witness to prove these documents. It is suggested to W. W-6 that these documents are got up on the old office letter heads for the purpose of his case. Ofcourse the said suggestion has been denied by him but no evidence has been adduced by the Petitioner to prove these documents with regard to his service particulars. M. W-3 who is presently working as Manager, Andhra Bank Raichur Branch, could not identify the signatures of the officers who are said to have issued these certificates Exs. W-45 and W-46. M. W-3 was confronted with the signatures of the Officiating Manager of Raichur Branch which is found in Ex. W-38 (Ex. W-45) and he has categorically stated in his cross examination that signature is not that of Srinath who worked as Sub-Manager in Raichur Branch during 1979-80. Likewise he also could not identify the signature in Ex. W-39 (Ex. W-46) as that of the Bushaiah, who worked as Branch Manager of that Branch during 1979-80. Therefore, there is no proof with regard to the service particulars of the sixth petitioner as mentioned in Ex. W-45 and Ex. W-46. Those documents cannot be relied upon as they are not proved by the sixth petitioner.

19. The Respondent-Management is relying on Exs. M-4 to M-11 to show that the sixth petitioner had worked as temporary clerk for 109 days in Raichur Branch during the period from 1-3-1979 to 30-6-1979 and for 73 days during the period from 1-11-1979 to 18-2-1980 in Wanaparthy Branch intermittently. These documents have been produced by M. W-3 who is working as Branch Manager, Raichur Branch. Exs. M-4 to M-7 are the establishment bills of Raichur Branch for the months of March, April, May and June, 1979. The name of the petitioner is to be found at Sl. No. 6 in Exs. M-4 and M-5, and at Sl. No. 5 in Ex. M-6 and M-7. The sixth petitioner has also signed in the last column of these documents except in Ex. M-4 in token of receipt of his wages for the period he worked. Exs. M-8 to M-11 are the establishment bills of Wanaparthy Branch for the months of November and December 1979 and January and February 1980 respectively. The name of the sixth petitioner is to be found at Sl. No. 7 in Ex. M-8, M-10, and M-11 and his name is to be found at Sl. No. 12 in Ex. M-9. The signatures of the sixth petitioner is also to be found in the last column of these documents in token of the receipt of his wages for the days he was engaged. M.W3 has spoken to with reference to the details mentioned in these documents. These documents have been produced from proper custody. I do not find any reason to disbelieve the entries in these documents. It is in the evidence of M.W3 the expenditure with respect to the temporary employees will be shown in the establishment bill and as the sixth petitioner Hanumanth Reddy was engaged as temporary basis his salary/wages are shown in these establishment bills Exs. M-4 to M-11. Further M.W3 has categorically stated that as seen from the records of the Branch Office, Raichur there were no temporary employees in that Branch during July 1979 to October, 1979. He also denied the suggestion that there were temporary employees working in February 1979 in Raichur Branch and that he suppressed the same. Therefore, it is clear from these documents Exs. M-4 to M-11, the sixth petitioner worked as temporary clerk in Raichur Branch for 109 days and in Wanaparthy Branch for 73 days only. The sixth petitioner failed to substantiate his plea that he worked for more than 334 days as temporary clerk. Further it is not disputed that he was appointed temporarily due to exigency of work and in temporary vacancy of a permanent employee. Hence the termination of the sixth petitioner does not amount to retrenchment as defined in Section 2(00) of the Act. Further the sixth petitioner has not worked for 240 days. Therefore, the Respondent Management need not follow the mandatory provisions of Section 25-F of the Act in terminating the services of the sixth petitioner.

20. Further, the sixth petitioner also has not come up with clean hands in this reference. According to him his services were terminated on 27-6-1980. In his representations Exs. W40 to W43 he made appeal to the General Manager, Andhra Bank, Hyderabad for reinstatement on the ground that he could not secure alternative employment after the termination of his services. But there is ample evidence on record to show that he has been employed in Farmers Cooperative Society in Mahboobnagar District since 1981

onwards. In his cross examination, the sixth petitioner as W.W6 stated thus : "Since 1981 I am working in Cooperative Society as temporary employee which societies are farmer service cooperative society. At present I am drawing Rs. 2,300.00..... It is true that I have intentionally suppressed the present employment in the claim petition and the amounts I am earning to cheat the Bank as well as the Court". Besides this admission of the sixth petitioner as W.W6 there is also positive evidence of M.W4 who is working as Managing Director, Andhra Bank Farmer Cooperative Services Society, Tumukunta in Mahboobnagar District. It is in his evidence that the sixth petitioner Hanumanth Reddy joined the said Society as Accountant in 1981 and at present he is drawing salary of Rs. 3,074.00. He also produced the xerox copy of the letter of the appointment and other documents. Ex. M12 is the xerox copy of the appointment order dt. 1-9-1981 issued to the sixth petitioner as Accountant in Andhra Bank Farmers Services Society, Tumukunta. Ex.M13 is the xerox copy of the letter confirming the services of the sixth petitioner in the post of Accountant w.e.f. 3-9-1982. Ex.M14 is the xerox copy of the service register of the sixth petitioner maintained in the office of the Farmers Service Society. Ex.M15 is the xerox copy of the salary particulars of the sixth petitioner and as seen from this document he is drawing a monthly salary of Rs. 3,074.00. As seen from the service register Ex. M14 the sixth petitioner has been in continuous service of the Farmers Service Society w.e.f. 3-9-1981. In spite of his employment in the Society since 3-9-1981 the sixth petitioner has been contending in his representation Exs. M40 to M43 that he could not get alternative employment after his termination from service in June, 1980, and it is false to his own knowledge. Even in his claim statement filed in this reference the sixth petitioner is claiming back wages w.e.f. 27-6-1980 the date on which he is alleged to have been terminated from service on the ground that he is not employed anywhere since then. Thus the claim of the sixth petitioner is false to his own knowledge. Hence the sixth petitioner has not come up with clean hands.

21. Admittedly all these Petitioners were employed on temporary basis in Andhra Bank Branches prior to its Nationalisation. The first petitioner was employed as temporary Sub-staff while the petitioners 2 to 6 were employed as temporary clerks. Admittedly Andhra Bank was Nationalised w.e.f. 15-4-1980. It is not disputed that there is change in recruitment policy of Andhra Bank after its Nationalisation. The Banking Service Recruitment Board is vested with powers to recruit clerical staff of the Bank. Prior to Nationalisation, the Managers of the Local Branches were appointing temporary staff and were seeking rectification from the Regional Branches. After Nationalisation that power has been taken away from the Managers of the Local Branches. The Managers of the Local Branches have no way in the matter of recruitment of clerical staff. In terms of the rules in force and instructions from the Government of India, the Nationalised Banks including the Respondent Andhra Bank are required to recruit clerical cadre employees through the Banking Service Recruitment Board only. It will hold written tests,

and in interview and select the candidates. The Nationalised Banks whenever vacancies arose, will send a requisition to the Bank Service Recruitment Board informing them the number of vacancies to be filled up in the respective Banks. Basing on it, the Board will forward the list of selected candidates to the Bank concerned which in turn will issue appointment orders. The petitioners herein with a view to circumvent the existing procedure of recruitment for clerical cadre staff are seeking re-employment on the strength of their temporary service prior to Nationalisation. It has also come in evidence that some of these petitioners got employed as temporary staff through recommendations of their relatives and board on if they are seeking absorption on permanent basis. They did not choose to appear for the examination and get themselves selected in the process of selection by the Recruitment Board. Further by re-employment of these temporary staff, the Management is depriving opportunities for more qualified and efficient candidates to get themselves selected through the Recruitment Board. Viewed in this way also the Petitioners are not entitled for reinstatement as claimed by them.

22. In the sight of my above discussion, I hold on Point (1) that the action of the Management of Andhra Bank, Hyderabad in terminating the services of six workmen under this reference is justified. The point is thus answered in favour of the Respondent—Management and against the Petitioners.

23. POINT (2) : This point relates to the relief to be granted to the petitioners—workmen under this reference. In view of my finding on Point (1) that the action of the Management of Andhra Bank, Hyderabad in terminating the services of these workmen is justified, these petitioners are not entitled for any relief under this reference.

24. In the result, Award is passed stating that the Management of Andhra Bank, Hyderabad is justified in terminating the services of the six workmen under this reference and that the petitioners workmen are not entitled for any relief. The parties are directed to bear their costs.

Dic'tated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 30th day of August, 1995.

A. HANUMANTHU, Industrial Tribunal-I  
Appendix of Evidence

#### Witnesses Examined

for the Petitioners :

- W.W1 M. A. Uppender Reddy.
- W.W2 M. Ashok Kumar Reddy.
- W.W3 K. Kanya Kumari.
- W.W4 R. Venkata Ramana Reddy.
- W.W5 P. Keshava Murthy (eschewed).
- W.W6 K. Hanumantha Reddy.

#### Witnesses Examined for

the Respondent :

- M.W1 V. B. Bhagawathi.
- M.W2 David Jaya Prakash
- M.W3 K. Dhayanand
- M.W4 N. V. Narsimhaiah.

#### Documents marked for the Petitioner

- Ex. W1 6-11-74.—Photostat copy of the Memo dated 6-11-74 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank, Hyderabad, Hyderabad Branch.
- Ex. W2 7-12-84.—Photostat copy of the Memo dated 7-12-84 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank, Sultan Bazar, Hyderabad.
- Ex. W3 25-2-75.—Photostat copy of the Memo dated 25-2-75 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.
- Ex. W4 9-4-75.—Photostat copy of the Memo dated 9-4-1975 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.
- Ex. W5 5-2-75.—Photostat copy of the Memo dated 5-2-1975 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank, Sultanbazar, Hyderabad.
- Ex. W6 21-5-75.—Photostat copy of the Memo dated 21-5-75 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.
- Ex. W7 26-6-75.—Photostat copy of the Memo dated 26-6-75 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank, Himayatnagar, Hyderabad.
- Ex. W8 8-9-75.—Photostat copy of the Memo dated 8-9-1975 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.
- Ex. W9 3-10-75.—Photostat copy of the Memo dated 3-10-75 issued by M. Uppender Reddy by the Regional Manager, Andhra Bank, Himayatnagar, Hyderabad.
- Ex. W10 9-12-75 Photostat copy of the Memo dt. 9-12-75 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.
- Ex. W11 3-1-76.—Photostat copy of the Memo dt. 3-1-76 issued to M. Uppender Reddy, by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.
- Ex. W12 5-2-76 Photostat copy of the Memo dt. 5-2-76 issued to M. Uppender Reddy by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.

- Ex. W13 29-3-76 Photostat copy of the Memo dt. 29-3-76 issued to M. Upender Reddy by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.
- Ex. W14 27-4-76 Photostate copy of the Memo dt. 27-4-76 issued to M. Upender Reddy by the Regional Manager, Andhra Bank Limited, Himayatnagar, Hyderabad.
- Ex. W15 16-8-80 Representation dt. 16-8-80 made by M. Upender Reddy to the Chairman, Andhra Bank, Sultan bazar, Hyderabad.
- Ex. W16 16-8-80 Postal receipt No. 2195 dt. 16-8-80 for the representation dt. 16-8-80 (Ex. W15) made by M. Upender Reddy to the Chairman, Andhra Bank, Sultan bazar, Hyderabad.
- Ex. W17 10-2-87.—Representation dt. 10-2-87 made by M. Upender Reddy to the General Manager (Staff) Andhra Bank Central Office, Hyderabad.
- Ex. W18 10-2-87.—Acknowledgement Card dt. 10-2-87 from the General Manager (Staff) Andhra Bank Central Office, Hyderabad to M. Upender Reddy with regard to representation dt. 10-2-87 (Ex. W17)
- Ex. W19 20-7-78.—Photostat copy of the termination order dt. 20-7-1978 issued to M. Ashok Reddy by the Branch Manager, Andhra Bank Limited, Hanumakonda.
- Ex. W20 19-8-80.—Photostat copy of the Service particulars of M. Ashok Kumar Reddy.
- Ex. W21 5-6-78.—Representation dt. 5-6-78 made by K. Kanya Kumari to the Chairman, Andhra Bank Limited, Head Office, Hyderabad.
- Ex. W22 10-2-82.—Representation dt. 10-2-82 made by K. Kanya Kumari to General Manager, Andhra Bank, Sultanbazar, Hyderabad.
- Ex. W23 26-10-85.—Representation dt. 26-10-85 made by K. Kanya Kumari to the General Manager, Andhra Bank, Hyderabad.
- Ex. W24 NIL.—Representation dt. Nil made by K. Kanya Kuami to the General Manager, Andhra Bank, Hyderabad.
- Ex. W25 NIL.—Photostat copy of the service particulars of R. Venkata Ramana Reddy.
- Ex. W26 28-12-84.—Photostat copy of the Memorandum of Settlement arrived at U/s. 12(3) of the I. D. Act 1947 during the course of conciliation proceedings held on 28-12-1984 in the office of the Regional Labour Commissioner(C), Hyderabad in the industrial dispute between the Management and the temporary sub-staff who worked for more than 240 days into permanent service of the Bank.
- Ex. W27 23-7-87.—Photostat Copy of the letter dt. 23-7-1987 of the Manager, Gajuvaka Branch, Visakhapatnam to the General Manager, Central Office, Hyderabad with regard to temporary appointment of R. Venkata Ramana Reddy, Sub-Staff cadre.
- Ex. W28 11-11-88.—Copy of the Minutes of 37th Industrial Relations Committee meeting held at Andhra Bank Central Office, Hyderabad dt. 11-11-88.
- Ex. W29 23-12-83.—Xerox copy of the application for the post of clerk of Sri P. Kesava, Murthy to the General Manager, Central Office, Andhra Bank.
- Ex. W30 27-2-86.—Xerox copy of the application for the post of Clerk of Sri P. Kesava Murthy to the General Manager, Central Office, Andhra Bank.
- Ex. W31 17-5-83.—Xerox copy of the letter issued to P. Kesava Murthy by the Personnel Manager, Andhra Bank.
- Ex. W32 6-7-88.—Xerox copy of the letter issued to P. Kesava Murthy by Dy. General Manager, Andhra Bank.
- Ex. W33 26-7-89 Xerox copy of the letter issued to P. Kesava Murthy by Dy. General Manager, Andhra Bank ;
- Ex. W34 5-5-88.—Xerox copy of Prime Minister's Offices reply to P. Kesava Murthy.
- Ex. W35 20-5-88.—Xerox copy of letter addressed by the Section Officer, Ministry of Finance, Department of Economic Affairs to Kesava Murthy.
- Ex. W36 2-2-89.—Xerox copy of Prime Minister Officers reply to P. Kesava Murthy.
- Ex. W37 . . .—Xerox copy of list of candidates appointed in the year 1978 under 2+4+c system
- Ex. W38 21-7-80.—Xerox copy of the working days particulars of Raichur Branch.
- Ex. W39 22-7-80 Xerox copy of the working days particulars of Wanaparthy Branch.
- Ex. W40 10-6-80.—Xerox copy of the representation of K. Hanumantha Reddy.
- Ex. W41 29-6-80.—Xerox copy of the representation of K. Hanumanth Reddy to Regional Manager, Kurnool.
- Ex. W42 . . .—Xerox copy of the representation of K. Hanumantha Reddy to the Chairman, Andhra Bank.
- Ex. W43 30-1-84.—Xerox copy of the representation to the Chairman and Managing Director Andhra Bank.
- Ex. W44 . . . Settlement dt. 28-12-1984.

Ex. W45 & W46.—Originals of Exs. W38 and 39.

Ex. W47 .. Original of Ex. W40.

Ex. W48 .. Original of Ex. W41.

Ex. W49 .. Original of Ex. W42.

Documents marked for the Respondent :

Ex. M1 .. Proforma application for appointment addressed to the Banking Services Recruitment Board.

Ex. M2 7-8-90.—Salary particulars of Mrs. K. Kanya Kumari working as Teacher in Jyothi Vidyalaya given by the Principal, Jyothi Vidyalaya to the Personnel Manager, Andhra Bank, Hyderabad.

Ex. M3 28-12-84.—Photostat copy of the Memo. of Settlement between the Management of Andhra Bank and Andhra Bank Employees Union before the Regional Labour Commissioner (C), Hyderabad.

Ex. M4 to M11.—Establishment Bill for Rajchur, Wanaparthi Branches of Andhra Bank.

Ex. M12 .. Xerox copy of appointment letter of K. Hanumantha Reddy.

Ex. M13 .. Confirmation order of K. Hanumantha Reddy.

Ex. M14 .. Service Book.

Ex. M15 .. Salary particulars of W. W6 K. Hanumantha Reddy.

नई दिल्ली, 13 नवम्बर, 1995

का.आ. 3162—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार उद्योग औद्योगिक बैंक के प्रबन्धकों के संबंध में निम्नलिखित औद्योगिक विवाद में, औद्योगिक अधिकरण, भुवनेश्वर के पक्षों को प्रकाशित करती है, जो केन्द्रीय सरकार की 8-11-1995 को प्राप्त हुआ था।

[गंख्या एन-12012/135/94/आई आर की 2]

पी.जे. माइकल, डेस्क अधिकारी

New Delhi, the 13th November, 1995

S.O. 3162.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Overseas Bank and their workmen, which was received by the Central Government on 8-11-1995.

[No. L-12012/135/94-IR(B-II)]

P. J. MICHAEL, Desk Officer

2770 GI/95-15

## ANNEXURE

### INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

#### PRESENT :

Sri P. K. Panigrahi,  
Presiding Officer,  
Industrial Tribunal,  
Orissa, Bhubaneswar.

#### INDUSTRIAL DISPUTE CASE NO. 54 OF 1994 (CENTRAL)

Dated, Bhubaneswar, the 25th October, 1995

#### BETWEEN

The management of Indian Overseas Bank, Regional Office, 78, Sabarsahi Lane, Bhubaneswar-151001

.... First Party-management

#### AND

Their workman Sri Sk. Nazimuddin, represented through Indian Overseas Bank Employees' Union, Cantonment Road, Cuttack-753001.

.... Second Party-workman.

#### APPEARANCES :

Sri N. Prasad, Regional Manager.—For the First Party—management.

Sri M. Swain, General Secy. of the Union.—For the Second Party—Workman.

#### AWARD

The Government of India in the Ministry of Labour in exercise of powers conferred upon them under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Notification No. L-12012/135/94-IR(B. II) dated 26-9-94 :—

"Whether the action of the management of Indian Overseas Bank, Bhubaneswar in transferring Shri Sk. Nazimuddin, Messenger-cum-Driver to Rayagada Branch under Barhampur Region is justified? If not, what relief is the said workman entitled to?"

2. This case was posted to to-day (25-10-95) for recording settlement. The representatives of both the parties by filing a memorandum of settlement mentioned that they have since amicably settled the dispute out of Court in the interest of industrial peace and harmony and in view of the settlement they solicited an Award in terms thereof.

3. The terms of the settlement are read over and explained to the parties and they admit the same to be true and correct. The settlement appears to be genuine. Hence, the same is recorded and an Award is accordingly passed in terms of the settlement. The

memorandum of settlement do form part of the Award.  
Typed to my dictation & corrected by me.

नई दिल्ली, 13 नवम्बर, 1995

P. K. PANIGRAHI, Presiding Officer.

FORM—H

(See Rule 58)

# FORM FOR MEMORANDUM OF SETTLEMENT

Names of the Parties :

Representing Employer.—The Management of  
Indian Overseas Bank, Regional Office, 78,  
Sabarsahi Lane, Bhubaneswar—751006.

Representing Workmen.—The Indian Overseas  
Bank Employees Union (Orissa), Contem-  
ment Road, Cuttack-753001.

## Short Recital of the Case

The petitioner union had raised an industrial dispute regarding the unjust transfer and harrasment of their workmen member which was being adjudicated before this Hon'ble Tribunal. In the mean time discussions were held between the management and the union on the said dispute which resulted in the following settlement.

## Terms of Settlement

(1) The 1st party management has already transferred the aggrieved workman Shri Sk. Nazimuddin, Roll No. 27722 to Cuttack Branch of Indian Overseas Bank.

(2) The 2nd party union agrees to settle the dispute according to the terms of the settlement of the Industrial Dispute.

(3) Prayer.—In view of the above, the petitioner union and management of Indian Overseas Bank pray before the Hon'ble Tribunal to treat the said industrial dispute as settled and closed for which we shall be thankful to you.

Signature of the parties :

(Narendra Prasad)	(M. Swain)
Regional Manager	General Secretary
Indian Overseas Bank	Indian Overseas Bank
Regional Office	Employees Union (Orissa),
Bhubaneswar	Cantonment Road,
	Cuttack---753001.

Witness :

1. Shri B. K. Mishra, Officer-Industrial Relations,  
IOB, RO, Bhubaneswar

का.प्र. 3163.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएस के प्रवर्तन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 2 के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-95 को प्राप्त हुआ था।

[सं. एल-24012/89/86 टी 4 (बी)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 13th November, 1995

S.O. 3163.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Dhanbad No. 2 as shown in the Annexure in the industrial dispute between the employers in relation to the management of C. C. Ltd. and their workmen, which was received by the Central Government on the 9-11-95.

[No. L-24012/89/86-DIV(B)]

RAJA LAL, Desk Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.  
PRESENT :

Shri D. K. Nayak, Presiding Officer.

In the matter of an Industrial dispute under Section 10(1)(d) of the I. D. Act, 1947.

REFERENCE NO. 41 OF 1987

PARTIES :

Employers in relation to the management of  
Giridih Colliery of Central Coalfield Limited  
and their workmen.

APPEARANCES :

On behalf of the workman : Shri N. P. Singh.  
Area Secretary,

RCMS Giridih,

On behalf of the employers : Shri R. S. Murthy  
Advocate,

STATE : Bihar

INDUSTRY : Coal

Dated, Dhanbad, the 27th October, 1995

## AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-24012/89/86-D.IV(B), dated, the 31st December, 1986.

## SCHEDULE

"Whether the action of the Management of Giridih Colliery of C. C. Ltd., P. O. Beniadih, Distt. Giridih in denying appointment to Shri Mohd. Suleman after his father was given voluntary retirement by the Management is legal and justified? If not, to what relief is the concerned workman entitled?"

2. Pursuant to the reference made above both the management and the workmen have filed their respective W. S. and rejoinder as it is required stating their respective cases.

3. The case of the workmen as it reveals from the W. S. filed by him is that Md. Rasual was a permanent worker of Giridih Colliery performing the duty as a material checker at Regional Stone and he availed of with Voluntary Retirement Scheme and applied for the same on 5-7-78 nominating his son Md. Suleman for employment in his place. As per report of the Medical Board dt. 4-6-79 the said Md. Rasul was declared medically unfit and a proposal of his voluntary retirement was sent to the Area Headquarters (B & K) for approval and also with recommendation for the appointment of his son Md. Suleman. Pursuant to such recommendation approval of the voluntary retirement and appointment of the son of Md. Rasul was given by the G.M. (B & K) and the said order was conveyed by the Personnel Manager (B & K) Kargali to the Project Officer, Giridih Colliery by letter No. PD/VR/BNB/463/23035 dt. 27/28-8-80 with further information that the case of Niranjana Singh and Ram Kisun Ram for voluntary retirement have been rejected. In spite of request to the Project Officer for the appointment to issue necessary appointment/termination letter the Project Officer did not issue the same.

4. Further case of the workmen is that pursuant to the declaration of the Medical Board that Md. Rasul is medically unfit to proceed with the work he was neither given opportunity to avail of voluntary retirement nor the management gave appointment to his son as nominated which was obligatory on their part. Incidentally it has been stated by the said workman that though his case was not considered as recommended by the highest authority the dependent of Shri Niranjana Singh was given appointment in the month of December, 1986 in spite of his case for voluntary retirement was not considered after reviewing the previous order subsequently. Thereby it is stated that the management has done an illegal and unjustified act by not giving effect of the recommendation of the Medical Board in case of Md. Rasul and by not appointing his son Md. Suleman as informed by the G. M. Office.

5. In the W.S. cum-rejoinder filed by the employer it is stated that the present reference is not maintainable in law as the concerned workman is not a workman within the ambit of I.D. Act and for the reasons that the provision of I.D. Act are not applicable and it is stated further that the present reference is barred by waiver, estoppel and acquiescence.

6. The main defence is that it is admitted that the concerned workman was employed at the place and in the post as stated in his W.S. and it is also not denied that V. R. Scheme was introduced as contended by the workmen and it is further admitted that Md. Rasul applied for voluntary retirement scheme on 11-7-88 on the ground of inefficiency in regard to performance of his duties with a prayer to give employment to his son Md. Suleman. It is also admitted that the matter was referred to the G.M. and after medical examination his case was accepted and order of appointment of his son was accorded but Md. Rasul nor his son was eager to accept the same and therefore Md. Suleman the son of Md. Rasul did not appear before the medical examination for getting employment and that stood in the way in the appointment of his son. In the meantime Md. Rasul continued to his work in normal course and after attaining the age of superannuation he was superannuated with effect from 16-12-81 and also there was a verdict by their Lordships of Hon'ble Supreme Court to keep abeyance of the operation of Voluntary Retirement Scheme till further order and as a result all concern connected to the collieries regarding employment under V.R. Scheme were informed not to give benefit of such scheme to any of the workman and this also did not allow the management to implement the scheme as claimed by the workman. It is further stated that Md. Rasul obtained V. R. Scheme on the ground of inefficiency to perform his duties but he was not so unfit as to perform his duties and that is the proof for his performing duties till retirement. It is stated further as it was stated earlier that neither the concerned workman nor his son was interested to get the job and after long lapse of time this scheme is untenable in law and he is not entitled to get the justice as claimed and specially the judgement of the Hon'ble Supreme Court prohibits such appointment.

7. In the rejoinder the workman practically re-agitated the points which was urged earlier after referring certain principles enunciated in different case laws and no new fact was added so I refrain from making repetition of the statement as made already.

8. In the instant reference some points are admitted and those are stated below :—

- (a) It is not disputed that Md. Rasul was employed in the permanent post and used to work as Material Checker at the Regional Stores.
- (b) It is admitted that he applied for Voluntary Retirement nominating his son Md. Suleman for employment in his place on 5-7-1978.
- (c) It is admitted that Md. Rasul was declared unfit by the Medical Board at Giridih vide report dated 4-6-1979 and proposal of voluntary retirement pursuant to the such report sent to Area Headquarters (B & K) was approved by the competent authority i.e. the G. M. Kargali and also approving the appointment of his son Md. Suleman and it was conveyed through Personnel Manager (B & K) Kargali to the Project



Officer Giridih Colliery vide letter No. PD/VR/BMB/463/23035 dated 27/28-8-1980.

- (d) It is also admitted that no appointment nor the effect of the recommendation of the Medical Board was given to the management resulting the father of the concerned workman continued in his work till retirement and no appointment was given to his son Md. Suleman.

9. The dispute starts from the point as stated below.

10. It is the case of the management that the concerned workman was not declared medical unfit and his son was not eager to get appointment and so he did not apply in proper manner. Lastly it is stated that by the order of the Hon'ble Supreme Court implementation of the Voluntary Retirement Scheme was kept in abeyance. Keeping in mind the said facts let me discuss the points in issue with reference to the evidence both oral and documentary along with the probability for coming to a decision of the reference made to this Tribunal.

11. Ext. M-1 is the photo copy under the signature of G. M. (Personnel) to all G.M.s of CCL dated 2-1-1978 stating the order of implementation of Voluntary Retirement Scheme which is also admitted one. In the said exhibit the procedures of implementations and other instructions along with form are mentioned. Ext. M-2 is the information from the Personnel Manager (B & K) to all head of the department including the Project Officer, Giridih informing the stay of operation of voluntary retirement Scheme for three weeks initially or till such time the same is vacated by them with a request not to give appointment under voluntary retirement scheme from this stage till further order. Ext. M-3 is the application for sanction of Pension by the concerned workman. Ext. M-5 is the filled up form under the signature of Md. Rasul for voluntary retirement scheme.

12. From the side of the workman Ext. W-1 discloses that Personnel Manager, (B & K) Kargali informed the Project Officer, Giridih dated 27/29-8-80 informing that the case of Niranjana Singh and Ram Kishun Ram for voluntary retirement under the voluntary retirement scheme was rejected and the case of Md. Rasul and the appointment of his nominee was approved. Ext. W-2 is the letter of Sr. Personnel Officer (P) where it is stated that in spite of intention of the management the appointment of Md. Suleman could not be served in the meantime the stay order was received from the Hon'ble Supreme Court.

13. Mr. D. P. Singh has been examined as MW-1. He has stated that voluntary retirement scheme was introduced in the year 1978 and the said circular has been marked as Ext. M-1. It is admitted by him that the concerned workman applied for the same and his case was referred to the G. M. (B & K) which was approved by him and that approval was displayed in the Notice Board but Md. Rasul never approached the management nor produced his son for getting appointment and in the meantime the

voluntary retirement scheme was stayed by the Hon'ble Supreme Court and that the said order has been marked Ext. M-2 and according to him Md. Rasul continued in his service and his Pension was sanctioned under Ext. M-4 pursuant to his application Ext. M-3 and he worked till his retirement. He has admitted that he knew one Niranjana Singh whose son was given employment in the year 1980 under NCWA-III. However, according to him the demand of the concerned workman is not justified. In cross-examination it is admitted by him that the Medical Board was constituted but he could not say whether Md. Rasul was present. However, he was constrained to admit that in view of the recommendation of the G. M. for accepting his application it leads to the presumption that he was found to be unfit by the medical board and his application was forwarded by the Area Office to the G. M. and he has identified the copy of the letter intimating the appointment of the son of Md. Rasul after seeing Ext. W-1. According to him this report of the Medical Board and the order of appointment of the dependants are displayed in the notice board. However, he has been forced to admit that the person concerned is communicated with a letter. Though he could not show any paper but he stated that obviously Ext. W-1 was displayed in the Notice Board. He could not say whether it was justified on the part of the management to force a person to continue in work till 1981 though he was found unfit by the Medical Board in the year 1979. I find from his statement that the place where Md. Rasul was attached was only 100 to 150 Yards from the office. He cannot say whether any letter was sent to Md. Rasul but he admitted that the responsibility was on him to inform the contents of Ext. W-1 to Md. Rasul as he was overall incharge of the Office but it was not done so.

14. WW-1 C. P. Singh who is Foreman Incharge has stated the facts of job performed by Md. Rasul, his application for Voluntary retirement under the Voluntary Retirement Scheme, result of the medical board and the recommendation of the G. M. for accepting his voluntary retirement and giving appointment to Md. Suleman son of Md. Rasul and WW-2 is the said Md. Suleman who stated so.

15. On careful scrutiny of the said documentary evidence and the oral evidence it is crystal clear that though the medical board was constituted and a report was submitted by the Medical Board after examining Md. Rasul declaring him to be medically unfit and though the said report was accepted by the G. M. Kargali and an order for his prayer for voluntary retirement and appointment his son Md. Suleman as nominated was accepted but it was not implemented. No doubt Ext. M-2 discloses that an order was passed by the Hon'ble Supreme Court staying operation of the voluntary retirement scheme for three weeks initially or till such time the same is vacated by the Hon'ble Court.

16. Now the point is that the order of the G. M. was before such communication but the reasons best known to the P.M. Md. Rasul was not given the benefit which was granted by the G. M., the highest authority. After keeping in mind that the scheme of voluntary retirement was stayed by the Hon'ble Supreme Court though nothing has been produced



before this Tribunal it is very hard to accept in to to that this scheme was kept in abeyance for ever nor this Tribunal is aware what is the fate of such stay order. But the fact remains that the son of one Niranjana Singh whose case of voluntary retirement was refused by the highest authority was given appointment in the year 1986 under NCWA-III and thereby it may be well presumed that the order of the Hon'ble Supreme Court was not in force otherwise obviously the management had no occasion to give such employment or if so done it was done in some camouflage for the reasons best known to them. It is very fantastic one that a man who was not entitled to get relief was allowed to get such relief but the man who was actually entitled to get so for some technical and for some flimsy ground having no basis has been by passed for getting the opportunity which he is entitled to legitimately.

17. This Tribunal expresses his opinion that this type of treatment from the side of the management having no reason whatsoever is very unfortunate and this reflects the nepotism and gives a bad smell without performing the duties in fair manner.

18. In view of the materials present on the record and in view of the appointment of the son of Niranjana Singh in different camouflage, if any, I think that Md. Rasul was forced to work till his retirement inspite of declaring him to be medically unfit. Therefore his son should be given opportunity for getting an appointment in atleast lowest category in the colliery which was even approved by the highest authority.

19. Incidentally this Tribunal observes that it is an inhuman act on the part of the management to constrain a person to proceed with work who was found unfit by the medical board. A big question may arise that he proceeded with work till his retirement and took Pension benefit etc. but inreply this Tribunal is constrained to observe that in these hard days if a person inspite of physical unfitness be asked to proceed with the work he has no other alternative than to proceed with the work even at the risk of his life when the management is not ready to show even some humanitarian treatment to a workman who had rendered his services for such a pretty long time and who for the reasons best known to them by-passed the order of the Medical Board and recommendation as well as of the General Manager which is admitted one to the effect that Md. Rasul was made medically unfit and his son Md. Suleman would be appointed in his place.

20. This Tribunal expresses his annoyance in such step-motherly like attitude by giving appointment to the son of a person in the year 1986 who was not found medically unfit but denying the services to the son of the person who was asked to give appointment by the highest authority on the basis of the medical report by the Medical Board properly constituted by the Management declaring the concerned workman's father to be unfit for the job.

21. Therefore, I find that the action of the management of Giridih Colliery of M/s. CCL, P. O. Beniadih, District, Giridih in denying appointment to Md. Suleman after his father was given order for

voluntary retirement was illegal and unjustified. However, when Md. Rasul was forced to continue to work till his age of superannuation and there was order of Hon'ble Supreme Court as contended by the management though not shown any order before this Tribunal, this Tribunal would not go beyond his power if a direction is given to the management to give appointment of the son of Md. Rasul from the date of this reference i.e. from 1-1-1987, with the reliefs as stated below.

22. Accordingly the Award is passed declaring that the action of the management of Giridih Colliery of CCL, P. O. Beniadih, District Giridih denying appointment of Md. Suleman in place of his father Md. Rasul is illegal and unjustified. The management is directed to give appointment Md. Suleman in the lowest Category of Category I in the management colliery on and from the date of Reference i.e. from 1-1-1987. About the payment of back wages it is ordered that he will get 25% of the salary till date of effect of the Award as his father in whichever manner continued in service and enjoyed all other benefits in full. Of course, his seniority in service should be considered and counted from First of January, 1986 for all purposes in future. The management is directed to implement this award of appointment as well as payment of arrears of wages which have been granted as relief to Md. Suleman within one month from the date of publication of the Award.

This is my Award.

D. K. NAYAK, Presiding Officer.

नई दिल्ली, 13 नवम्बर, 1995

का.आ. 3164.—आयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार एम. ई. सी.एल. के प्रबंधकों के संवद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिनियम, भुवनेश्वर के पंचपद को प्रकाशित करती है, जो केंद्रीय सरकार को 8-11-95 को प्राप्त हुआ था।

[सं. एल-22012/314/90-आई आर सी-II]  
राजा लाल, डेस्क अधिकारी

New Delhi, the 13th November, 1995

S.O. 3164.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Bhubaneswar as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd. and their workmen, which was received by the Central Government on the 8-11-95.

[No. L-22012/314/90-IR CII]  
RAJA LAL, Desk Officer

ANNEXURE

INDUSTRIAL TRIBUNAL : ORISSA :  
BHUBANESWAR

PRESENT :

Sri P. K. Panigrahi,  
Presiding Officer  
Industrial Tribunal,  
Orissa, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 45 OF 1990  
(CENTRAL)

Dated. Bhubaneswar, the 19th October, 1995  
Between :

The management of Lajkura Opencast Project  
under Ib Valley Area of S.E.C.L.,

P.O. Brajrajnagar, Dist : Sambalpur  
Orissa—768 216.

.. First Party-management.

(And)

Their workman Sri Krishna Bhagawan Singh,  
Dump Operator,

Ors. No. 151, Block No. 26, Adarsh Nagar,  
P. O. Brajrajnagar, Dist : Sambalpur.

Second Party-workman.

Appearances :

Sri S. C. Panda, Personnel Manager—For the  
1st Party management

Sri K. B. Singh—The Second Party workman  
himself.

AWARD

The dispute referred to by the Government of India  
in the Ministry of Labour [vide Notification No. L-  
22012(314)/90-IR(C.II) dated 4-12-90] for adjudi-  
cation under clause (d) of sub-section (1) and sub-  
section (2A) of Section 10 of the Industrial Disputes  
Act, 1947 runs as follows :—

“Whether the action of the management of Laj-  
kura Opencast Project under Ib Valley  
Area of South Eastern Coalfields Ltd.,  
Brajrajnagar, Dist :—Sambalpur (Orissa)  
in terminating the services of Sri Krishna  
Bhagawan Singh, Dumper Operator with  
effect from 17-10-89 by way of dismissal  
is lawful and justified ? If not, to what re-  
lief the workman is entitled to ?”

2. This case was posted for passing Award. On  
25-9-95 the representative of the management and the  
workman by filing a joint petition mentioned that they  
have since amicably settled the dispute out of Court  
in the interest of industrial peace and harmony ; and  
in view of the settlement they solicited an Award in  
terms thereof.

3 The terms of the settlement were readover and  
explained to the parties and they admitted the same  
to be true and correct. The settlement appears to be  
genuine. Hence, the same is recorded and an Award  
is accordingly passed in terms of the settlement. The

memorandum of settlement do form part of the  
Award.

Typed to my dictation & corrected by me.

P. K. PANIGRAHI, Presiding Officer

FORM—1P  
(Sec Rule—58)

Representing Management

1. Shri B. N. Akhauri,  
General Manager (IR),  
MCL HQ, Burla.

2. Shri B. Dung Dung,  
Dy. Chief Personnel Manager,  
MCL, Ib Valley Area.

Representing workman

1. Sri K. B. Singh.

SHORT RECITAL OF THE CASE

Sri K. B. Singh, who was working as a Dumper  
Operator in Grade-II (Group-'C') in Lajkura Open-  
cast Project, was found guilty of misconduct, i.e.  
theft, fraud and dishonesty in connection with theft  
of 37 Ltrs. of Diesel from Dumper No. 2443 on  
21-11-1988 when he was deputed to bring the Dum-  
per from Belpahar Opencast Project. Subsequently,  
the above charges, which were levelled against him,  
were proved beyond doubt and he was dismissed  
from service with effect from 17-10-1989.

The workman, thereafter, raised an Industrial Dis-  
pute which was referred to C.G.I.T. vide Case No. 45/  
90(C) for adjudication and the case is pending before  
the Tribunal at the hearing stage.

Sri K. B. Singh approached the management from  
time to time and prayed for review of his case and  
consideration for his reappointment in service on  
humanitarian ground.

After careful consideration of the case and after  
discussion with the person concerned, Sri K. B. Singh,  
a settlement was arrived between the parties under the  
following terms and conditions.

TERMS OF SETTLEMENT

1. That, Sri K. B. Singh will be provided employ-  
ment in MCL as Dumper Operator, Grade-II  
(Group-'C') and his reappointment shall be treated as  
fresh appointment for all purposes.

2. That, Sri K. B. Singh will not be paid any wages  
for the period from 17-10-1989 till the date of his  
joining at his new place of posting, which shall be  
decided by the management later.

3. That, Sri K. B. Singh shall not claim anything  
regarding his back wages, past services etc., after  
his reappointment as Dumper Operator, Grade-II  
(Group-'C').

4. That, as a measure of punishment, there will be  
stoppage of two increments with cumulative effect.

5. That, this is a full and final settlement between  
Sri K. B. Singh and the management, and Sri K. B.  
Singh shall not raise this issue at any forum in future.

6. That, both the parties agreed to file petition before the C.G.I.T. on 16-8-1995 so as to enable the Tribunal to pass necessary orders in view of this settlement.

7. That, this is a fair settlement entered into between both the parties.

The contents of this settlement was read-over and explained Sri Sri K. B. Singh in Hindi.  
(B. N. AKHAURY)  
General Manager (IR),  
MCL HQ : Burla.

(K. B. SINGH)

(B. DUNG DUNG)  
Dy. Chief Personnel Manager,  
MCL, Ib Valley Area.

Witnesses : (1) Jatindra Mehra  
F/M I/C (Eroxx) LLPOCV  
(2) Direndra Narayan Purohit

नई दिल्ली, 13 नवम्बर, 1995

का. आ. 3165.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एफ.सी.आई. के प्रबन्धतंत्र के संज्ञक नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, चण्डीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-95 को प्राप्त हुआ था।

[सं. एन-42012/35/80 डी II (बी)/डी IV (बी)]  
राजा लाल, जैम्क अधिकारी

New Delhi, the 13th November, 1995

S.O. 3165.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of F.C.I. and their workmen; which was received by the Central Government on 9-11-95.

[No. L-42012/35/88-D.II(B)|IV(B)]  
RAJA LAL, Desk Officer

### ANNEXURE

BEFORE SHRI S. R. BANSAL, PRESIDING  
OFFICER, CENTRAL GOVT. INDUSTRIAL  
TRIBUNAL-CUM-LABOUR COURT,  
CHANDIGARH.

Case No. I.D. 77/88

Balwant Singh Vs. Food Corporation of India.  
For the workman.—Workman in person.  
For the management.—N. K. Zakhmi.

### AWARD

Dated : 27-10-95

The Central Govt. exercising the powers U/S 10(1)(d) of the Industrial Disputes Act 1947 (for short called as the Act) vide letter No. L-42012/35/88-D.II.B|D.IV.B dated 27th September 1988 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the Distt. Manager; FCI; Chandigarh in terminating the services of Shri Balwant Singh; daily rated workman in his office w.e.f. 7-7-87 and also having not paid the wages as are payable to regular employees, is legal and justified? If not; to what relief the concerned workman is entitled and from what date?”

On receipt of the reference; notices were issued to the workman as well as to the management. The workman appeared and submitted his statement of claim. It is alleged therein that the workman joined the service of the management on 13-8-85 at Regional Office Punjab; Chandigarh and worked there up to 11-1-1986 for approximately total period of 150 days. According to the workman; he was however paid only for 124 days. Any how as per version of the workman; his services were transferred to newly established district of Chandigarh and he worked there for a period from 17-2-1986 to 6-7-87 when his services were terminated. According to the workman; he worked for a period of more than 240 days continuously in a calendar year and other workmen who were junior to him were regularised by the management in accordance with the instructions of the management contained in its H.O. Circular no. EP-1(4)/86-Vol-II dated 6-5-87. Since services of the workman were not regularised, he submitted his representation to the management which was rejected and his services were illegally terminated on 7-7-87 without any prior notice or payment of retrenchment compensation. The workman demands his reinstatement with continuity of service and back wages.

The management filed written statement, wherein it was pleaded that the workman was appointed on 17-2-1986 on purely daily wages basis in the District of Chandigarh on the rates prescribed by the Deputy Commissioner, Chandigarh and he has not completed 240 days in continuous service with the management and therefore, the management has not infringed any legal right of the workman. The plea has been taken that the reference made by the Government is without service with the management and therefore, non-joinder of the necessary parties. It was denied that any person junior to the workman has been regularised. It was pleaded that the action of the management in disengaging the

workman is legal and bonafide as the work for which the workman was engaged was more or less seasonal and intermittent and he was employed for the period for which his services were required.

The workman submitted replication controverting the allegations of the management as made in the written statement and reiterated his earlier versions as in the claim statement.

Thereafter the workman was called upto to file his affidavit. Although he filed his affidavit, yet he did not appear in the court for cross-examination despite the last opportunity granted to him for the purpose. Learned predecessor of this Court vide its order dated 21-4-1994 however did not grant any further opportunity and ordered the evidence of the workman be deemed as closed. The management was called upon to file its affidavit. The management filed its affidavit Ex. M1 of Karam Chand District Manager FCI, District Office, Sector-17 Chandigarh. The said officer appeared in the court as MW1 and proved his affidavit. During cross-examination, he stated that the workman joined as a casual worker with the management on 17-2-1986 and worked with short intervals up to 7-7-86. He admitted that the workman also remained posted in the Regional Office, Punjab of the management for the period from 13-8-85 to 11-1-1986. However annexures RI to R-III put to him during the cross-examination, were not admitted by him as he stated that he does not know by whom these have been prepared. As noticed earlier, the workman has not appeared in the witness box nor has he produced any documents. Assuming for the sake of arguments that the workman served in the Regional Office Punjab of the management for the period from 13-8-85 to 11-1-1986, yet it is not known for how many days he served during this period from 13-8-1985 to 11-1-1986 so as to make it 240 days in a period preceding 12 months to his termination. Similarly, it is also not known for how many days he worked during the period from 17-2-1986 to 7-7-1986. He has not stepped in the witness box nor has he produced any document on the file. Annexure R-I, R-II & R-III have not been produced on the file. In the absence of the same, it cannot be presumed by any stretch of imagination that the workman had served for a period of 240 days of service in preceeding 12 months from the date of termination. He is therefore not entitled to any relief and the action of the management in terminating his services on 7-7-86 and also having not paid the wages as are payable to regular employee is not proved to be illegal and unjustified. The workman is not entitled to any relief. The

reference shall stand answered against the workman. Appropriate Govt. be informed.

Chandigarh.

27-10-95.

S. R. BANSAL, Presiding Officer

नई दिल्ली, 13 नवम्बर, 1995

का.आ. 3166 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. सी. सी. एल. के प्रबन्धतंत्र के संबद्ध निदेशकों और उसके कर्मकारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-95 को प्राप्त हुआ था।

[पं. एच-22012/88/92-आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी,

New Delhi, the 13th November, 1995

S.O. 3166.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.C.C. Ltd., and their workman, which was received by the Central Government on the 9-11-95.

[No. L-22012/88/92-IPC-II]

RAJA LAL, Desk Officer

## ANNEXURE

### BEFORE THE INDUSTRIAL TRIBUNAL-J AT HYDERABAD

#### PRESENT:

Sri A. Hanumanthu, M.A., LL.B., Industrial Tribunal.

Dated, 19th day of August, 1995

Industrial Dispute No. 23 of 1992

#### BETWEEN

The Deputy General Secretary, Singareni Collieries Workers' Union, P.O. Mandamarri, District, Adilabad (A.P.).

—Petitioner

#### AND

The General Manager, M/s. Singareni Collieries Company Limited, P.O. Mandamarri, District, Adilabad (A.P.)

—Respondent

**APPEARANCES :**

Sri B. Ganga Ram, Chief Vice President, S.C. Workers Union Representative for Petitioner.

S/Sri K. Srinivasa Murthy, G. Sudha, P. V. Kishore Babu, Advocates for the Respondent.

**AWARD**

This is a reference made by the Government of India, Ministry of Labour, by its Order No. L-22012(88)92-IR (C-II), dated 21-5-1992 under Section 10(1)(d) (2A) of the Industrial Disputes Act, 1947 for adjudication of the dispute mentioned in the schedule which reads as follows :

"Whether the action of the management of M/s. S.C.C. Ltd., Mandamarri, in not promoting Sri C. Rajam, Trammer, Cat. V (SLU) to the post of rope splicer Cat. V in SMG IA Incline who is acting and paid acting allowance of Cat. V since 1982 till he is upgraded in Cat. V (SLU) is legal and justified? If not, to what relief the workman is entitled to?"

The said reference has been registered as Industrial Dispute No. 23 of 1992 on the file of this Tribunal. After receiving the notices issued by this Tribunal, both parties put in their appearances and they are being defended by legal practitioners.

2. The material averments in the claim statement filed on behalf of the Petitioner are as follows :—

The workman Chintam Rajam was appointed as Coal Filler in 1970. He was promoted as Trammer Category IV in 1978 in Somagundam I-A Incline, he was acting as rope splicer Category V in second and third shifts and he is being paid Category V wages as acting allowance w.e.f. 1981. During the period from 1981 to 1990 he has put in more than 800 acting musters. The contention of the Management that Sri C. Rajam of Category IV had worked only as Hammerman Category III is quite ridiculous. In spite of several representations Chintam Rajam was not promoted to Category V as Rope Splicer with retrospective effect in spite of clear vacancy. A junior-most workman by name Rapella Lakshmana Hammerman SMG No. IA Incline has been promoted from Category III to Category V as Rope Splicer in the month of October, 1990. Thus discrimination has been shown by the Management in the case of Chintam Rajam. Since Chintam Rajam has completed 10 years in Category IV he was upgraded as Category V as Trammer w.e.f. 1-7-1990 under Service Link Upgradation as per the provisions of National Coal Wage Agreements. This is not a promotion, but only an adjustment in Cat. V and due to this he has lost one promotional increment and he should have been promoted to Cat. V as Rope

Splicer long time back. In Somagundam I Incline there are four Rope Splicers of Cat. V apart from four Hammerman of Cat. III. In other Mines also there are more than one Rope Splicer of Cat. V but in spite of merit in the case of Chintam Rajam, he has not been promoted to Cat. V and thus great injustice has been done to him. The claim of Chintam Rajam for promotion to category V with retrospective effect is justified. Hence this Tribunal may pass an Award giving promotion to Chintam Rajam Category V as Rope Splicer with retrospective effect instead of upgradation to Category V under the scheme of Service Link Upgradation.

3. On behalf of the Respondent-Management a counter has been filed to the following effect. This reference is not maintainable as similar disputes raised before the Conciliation authorities were withdrawn earlier. It is true that the workman Chintam Rajam was initially appointed as Coal Filler in 1970. He was later promoted as Trammer Category IV w.e.f. 18-5-1978 and working in Somagundam I-A Incline. There are various categories of workman from Category I to Category VI in the Respondent Company. The lower category workman i.e. General Mazdoors are attached to skilled workers whenever necessary. The workman in lower category allowed to officiate wherever there is leave/sick/absenteeism vacancies and such workman will be paid acting/officiating allowance. Mere acting in particular category will not give them right to claim promotion for that particular posting because the acting man will not discharge the duty of full fledged skilled worker. The skilled post and selection post of the workman acting in such post will be subjected to trade test and those who come out in merit will be given higher post. One cannot make demand for promotion on the ground that he acted on a particular post for particular number of days. The workman C. Rajam who is working as Trammer Category IV was asked to attend to the duties of Hammerman in back shifts whenever there was exigency and he was already in Category IV he was paid Category V wages as acting allowance. Basing on the acting muster, the workman cannot make a claim demanding higher category post of Rope Splicer which is a selection post. Generally Rope Splicer of Category V will be there in general shift and Hammerman assist the Rope Splicer in the work. Hammerman will be kept in night and 2nd shifts also on caution and in exigencies Rope Splicer will be called. At Somagundam I-A the Petitioner was asked to look after the duties of Hammerman in second and third shifts whenever there was exigency. The line of promotion is from Hammerman to Rope Splicer and not from the Trammer to Rope Splicer. Chintam Rajam is not eligible for higher category post as it is a Selection post. The allegation that the workman put in 800 acting musters is incorrect. Chintam Rajam had put in four acting

musters in 1961, 116 acting musters in 1962, 189 in 1983, 73 in 1984, 141 in 1985, 120 in 1986, 78 in 1987 and 13 in 1988. Some of the jobs of Hammerman and Rope Splicer are identical in nature. Hence the Management is justified in paying higher category wages to the workman Rajam Category V for the days he acted. The promotion to the post of Rope Splicer is not automatic. It is post on selection as it is a skilled job. As a general rule, Trammers cannot be promoted to the post of Rope Splicer Category V as job description of both the posts i.e. Trammer and Rope Splicer are different altogether. The Trammer in Category IV can go to the post of junior Grade Manshi in monthly paid scale 'E' grade and the channel is not for the post of Rope Splicer. Hammerman in Category III who are attached to Rope Splicers, are eligible to the post of Rope Splicer basing on experience and trade test. Just because the workman in dispute had acted in the post of Hammerman/Rope Splicer for some period, he cannot ask for promotion to that post that too with retrospective effect. Basing on the acting musters of the workman in dispute, his case was also considered and was allowed to participate in the Trade Test to the post of Rope Splicer along with other eligible Hammerman on 18-9-1990 but the workman could not come out successful in the Trade Test and one R. Laxman, Hammerman of Somagudem No. 1-A Incline who came out successful in the test was promoted to the post of Rope Splicer. As the workman could not come out successful in the trade test, this dispute has been raised to give a go bye to the result of trade test and to overcome the trade test. Without disclosing all these material facts the petitioner is making allegations that junior most workman has been promoted from Category III to Category V without realising the promotional channel for Hammerman. Further there will not be any seniority list mixing all these categories. The seniority list of Hammermen and Rope Splicers is different from that of other categories. Two categories of different jobs cannot be mixed to make a demand for promotion. Whoever having 200 acting musters as Hammerman was permitted to sit for the trade test but the workman who was given chance to appear for the trade test could not come out successful. No discrimination was shown by the Management in the case of C. Rajam. C. Rajam having completed 10 years in Category IV was upgraded to Category V under Service Link Upgradation w.e.f. 1-7-1990. After upgradation to Category V under Service Link Upgradation the basic of the workman in dispute has been correctly fixed as per the recommendations of National Coal Wage Agreement-IV. There are seven sanctioned posts of Rope Splicer for Mandamarri Area and by the time of identification and sanctioning, there are 10 Rope Splicer on rolls. Not to deprive the service benefits in Somagudem No. 1 Incline, and Somagudem No. 3 Incline, there are more than one Rope Splicer and there

is one Rope Splicer each in other mines. Further basing upon the work load and production also the posting have been given. So the petitioner cannot compare his case with Somagudem No. 1 Incline or with other Mines. Somagudem No. 1 Incline has been closed due to huge loss. Even for the sanctioned Rope Splicer who is working at this Mine, there is no work. Hence the question of promoting C. Rajam does not arise. Promoting an employee is a managerial function it is for the Management to find out as to how many number of posts are available to identify the name basing on the work load and to look into the efficiency of the persons required and to promote the merit candidate by conducting a test. Basing on merit only selections are made for higher posts. The post of Rope Splicer is an important one and he has to deal with the rope with which the tubs will be moving. If the rope becomes weak or gets damaged there will be danger in the Mine and in such circumstances the entire rope has to be changed which involve highly skilled work. Rope Splicer being highly skilled, Hammerman is given as assistant. The Petitioner Union has no right to demand that C. Rajam should be given promotion of Rope Splicer Category V with retrospective effect. There are no merits in the petitioner's claim. Hence the petitioner is not entitled for any relief under this reference.

4. To substantiate their respective claims, on behalf of the Petitioner-Union W.W1 is examined and Exs.W1 and W2 are marked. On behalf of the Respondent-Management, M.W1 and M.W2 are examined and Ex.M1 is marked. The workman Chintam Rajam got himself examined as W.W1 and he deposed to the averments in the claim statement. M.W1 E.I. Vijay Kumar is the Personnel Manager and M.W2 is the Deputy Personnel Manager working in the Respondent Company and they deposed to the averments made in the counter. The details of the documents Exs.W1, W2 and M1 are appended to this Award.

5. The points that arise for consideration are as follows :

- (1) Whether the workman Chintam Rajam is entitled for promotion to the post of Rope Splicer Category V with retrospective effect from 1982 ?
- (2) To what relief the workman is entitled?

6. POINT (1).—The admitted facts as revealed from the evidence on record are as follows :—

The workman Chintam Rajam was originally appointed as Coal Filler in 1970. He was promoted as Trammer Cat-

IV w.e.f. 18-5-1978 and he is working in Somagudem No. 1-A Incline. He has been acting as Trammer/Rope Splicer in the 2nd and 3rd shifts since 1981 and he is being paid Cat. V wages as acting allowance. During the period from 1981 to 1990 he had put in more than 700 acting days as Hammerman. The post of Hammerman is in Cat. III. As he had completed 10-years of service as Trammer Cat. IV he was upgraded to Cat. V as Trammer w.e.f. 1-7-1990 under Service Link Upgradation as per the provisions of the National Coal Wage Agreement. This is not a promotion to Cat. V but it is an adjustment to Cat. V in view of his long service of 10 years in Cat. IV under the scheme Service Link Upgradation. The petitioner Union championing the cause of the workman C. Rajam is claiming that the workman C. Rajam should be promoted to Cat. V as Rope Splicer with retrospective effect from 1982 as he had been acting as Rope Splicer since then.

7. The learned counsel for the Respondent submits that the post of Rope Splicer is a highly technical post. It is a selection post and a person simply because officiated in that Category for long time is not entitled for promotion to that category unless he gets through the trade test conducted for selection of the said post. It is further contended by the learned counsel for the Respondent that the channel for promotion for a Trammer is junior grade Munshi and not the Rope Splicer and that the channel for promotion for Hammerman is Rope Splicer and that trade test was conducted for Hammermen and for Trammers who had put in acting muster and that the workman C. Rajam was not successful in that trade test and therefore he was not promoted and that Hammerman by name Repalle Lakshman was got selected in the trade test held in October 1990. Thus the workman C. Rajam is not entitled for promotion to the post of Rope Splicer automatically and he is not entitled for any relief in this reference.

8. It is not disputed that the post of Rope Splicer is a highly technical post and it is a selection post. It is in Category V and it is also a maintenance post. The Rope Splicer has to look after the maintenance of the steel rope which carries the tubs (tiny wagons), which are used in the Mine for bringing coal from the Mines to the surface. The Splicer has to check the condition of the said steel rope and he had to attend to the repairs whenever necessary. He is being assisted by Hammerman and general mazdoors in the maintenance of the steel ropes. It is not disputed that C. Rajam had officiated in the category of Rope

Splicer for more than 700 days. It is to be seen whether by virtue of his acting as Rope Splicer, he is entitled for promotion as Rope Splicer. It is in the evidence of M.W1 and M.W2 that the vacancies of Rope Splicer will be filled from among the Hammerman Cat. III who will be assisting one regular Rope Splicer and the selection is being done by calling the persons acting as Rope Splicer and the Hammermen and it is done by a Committee. It is in the evidence of M.W1 and MW2 that trade test i.e. selection test was conducted for the post of Rope Splicer on 18-9-1990 for the Hammermen and other acting Rope Splicers. The workman Chintam Rajam was also called to appear for the said trade test as he had put in more than 700 acting musters as Rope Splicer. It is also in their evidence that Chintam Rajam was not successful in that Test and one Hammerman by name Rapell Lakshman was selected in that trade test as Rope Splicer and he was promoted as such. Ex. M1 is the minutes of the Selection Committee meeting for the trade test conducted on 18-8-1990. M.W1 was one of the said Committee Members. As seen from this document Ex. M1 the name of Chintam Rajam is at S. No. 5 and he appeared for the test for Rope Splicer and he was not selected. Having failed in the trade test for being selected as Rope Splicer, the workman C. Rajam is now claiming that as he had put in number of acting musters as Rope Splicer he is entitled for promotion as Rope Splicer. The workman Chintam Rajam is not entitled for promotion as Rope Splicer in view of his failure to get selected in the trade test held on 18-9-1990.

9. There is also no substance for the contention of the learned representative for the petitioner that Rapella Lakshman who is working as Hammerman Cat. III is junior to C. Rajam who is working in Cat. IV as Trammer and that the said Lakshman was promoted as Rope Splicer disregarding the claim of C. Rajam. As seen from Ex. M1 Rapella Lakshman passed the trade test on 18-9-1990 and therefore he was promoted as Rope Splicer, whereas C. Rajam failed in the trade test. Hence there is no question of senior being overlooked and junior being promoted. It is no doubt true that workman C. Rajam in his evidence as W.W1 has stated that no trade test was conducted and that neither himself nor R. Lakshman participated in that test. Except the bear and interested testimony of W.W1 there is no other evidence to corroborate his testimony. On the other hand, there is positive evidence of M.W1 and MW2 that the test was held on 18-9-1990 and that R. Lakshman and C. Rajam both participated in the test and that Rajam failed while R. Lakshman succeeded in that test. Further the oral testimony of M.W1 and M.W2 is amply corroborated by the recitals in the document Ex. M1. M.W1 is working as Personnel Manager in the Respondent



company and he categorically stated on oath that the trade test was conducted on 18-9-1990 and that Ex. M1 is the minutes of the Selection Committee for the trade test held on 18-9-1990 and that he was present in the Selection Committee. M.W1 and M.W2 have been subjected to cross examination and nothing has been elicited to discredit their testimony on this aspect. Hence I do not find any reason to disbelieve the evidence of M.W1 and M.W2 on this aspect. Having failed in the trade test, the workman Chintam Rajam is not entitled for automatic promotion to the post of Rope Splicer Category V.

10. In the light of my above discussion, I hold on Point 1 that the workman Chintam Rajam is not entitled for promotion to the post of Rope Splicer Category V. The point is thus decided in favour of the Respondent and against the workman.

11. Point (2). This point relates to the relief to be granted to the workman C. Rajam. In view of my finding on Point (1), the workman Chintam Rajam is not entitled for any relief in this reference.

12. In the result, Award is passed stating that the action of the Respondent-Management in not promoting Chintam Rajam, Trammer to the post of Rope Splicer is legal and just, and that the workman Chintam Rajam is not entitled for any relief in this reference. The parties are directed to bear their costs.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 19th day of August, 1995.

A. HANUMANHTU, Industrial Tribunal-I  
Appendix of Evidence

Witnesses Examined for  
the Petitioner :

W.W.1.—Chintam Rajam.

Witnesses Examined for  
the Respondent :

M.W1.—V. I. Vijay Kumar.

M.W2.—J. Lakshminarayana.

Documents marked for the Petitioner

Ex. W1. 11-7-91.—Letter addressed to Asst. Labour Commissioner, Mancherial.

Ex. W2. 11-7-91.—Minutes of the conciliation proceedings held on 22-12-1991.

Documents marked for the Respondent :

Ex. M1. 11-7-91.—Minutes of Interview held on 18-9-1990.

नई दिल्ली, नवम्बर 13, 1995

का. घा. 3167:—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी बी एम बी के प्रबन्धन के नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण चंडीगढ़ के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-11-95 को प्राप्त हुआ था।

[सं. एस-42012/85/89 आई आर (डी यू)]

राजा लाल डेस्क, अधिकारी

New Delhi, 13th November, 1995

S.O. 3167.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Chandigarh as shown in the annexure in the industrial dispute between the employers in relation to the management of B.B.M.B. and their workman, which was received by the Central Government on 9-11-95.

[No. L-42012/85-89-IR(DU)]

RAJA LAL, Desk Officer

#### ANNEXURE

BEFORE SHRI S.R. BANSAL, PRESIDING  
OFFICER, CENTRAL GOVERNMENT IN-  
DUSTRIAL-CUM-LABOUR COURT,  
CHANDIGARH

I.D. 43/90

Daya Singh Vs. Bhakra Beas Management Board  
For the workman : R.K. Singh.

For the management : Shri C. Lal Sareen.

#### AWARD

Dated 27-10-1995

The Central Government exercising the powers U/s 10(1)(d) of the Industrial Disputes Act, 1947 (for short called as the Act) vide letter No. L-42012/85/89-IR(DU) dated 29th March, 1990, has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of BBMB in suspending Shri Daya Singh, Chargeman on 22-9-86 to 23-9-86 and not paying him special incentive of Rs. 500/- is justified and in order? If not, to what relief the workman is entitled to?”

On receipt of the reference notices were issued to the workman as well as the management. The workman appeared and submitted his statement of claim, claiming therein that his suspension for two days is illegal and he may be ordered to be paid



full wages and also declared held entitled to 500]-incentive as given to the other workman.

The management appeared and resisted the claim. The workman submitted replication controverting the allegation of the management as made in the written statement. Therefore the workman was called upon to file his affidavit. He did not appear in the court thereafter or filed his affidavit. The representative of the workman closed his evidence without leading any evidence on behalf of the workman. Consequently, the representative of the management also closed its evidence. Since, there is no evidence to substantiate the allegation made by the workman in the claim statement, the allegation made by the workman cannot be taken as duly proved. It is therefore, ordered that the reference shall stand answered against the workman. Appropriate Government be informed.

Chandigarh.

27-10-95.

S. R. ABANSAL, Presiding Officer

नई दिल्ली, 13 नवम्बर, 1995

का.मा. 3168—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोकहित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (b) के उपखंड (vi) के उपबंधों के अनुसरण में भारत सरकार के अमल में लाया की अधिसूचना संख्या का.मा. 1460 दिनांक 12 मई, 1995 द्वारा भारतीय खाद्य निगम सेवा को अमल में लाया के प्रयोजनों के लिए 15 मई, 1995 से छः मास की कालावधि के लिए लोक उपयोगी सेवा प्रोवित किया था;

और केन्द्रीय सरकार की राय है कि लोकहित उक्त कालावधि को छः मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है;

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खंड (b) के उपखंड (vi) के परन्तुक द्वारा प्रदान शक्तियों का प्रयोग करके हुए केन्द्रीय सरकार उक्त उद्योग के अधिनियम के प्रयोजनों के लिए 15 नवम्बर, 1995 से छः मास की और कालावधि के लिए लोक उपयोगी सेवा प्रोवित करती है।

[संख्या एस-11017/5/91-पालिसी (विधायी)]

एम. वेणुगोपालन, जबर सचिव

New Delhi, the 15th November, 1995

S.O. 3168.—Whereas the Central Government having been satisfied that the public interest so required had in pursuance of the provision of sub-clause (vi) of clause (n) of Section 2 of the In-

dustrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 1460 dated 12th May, 1995, the services in the Food Corporation of India to be a public utility service for the purposes of the said Act, for a period of six months from the 15th May, 1995;

And, whereas, the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the industrial dispute Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 15th November, 1995.

[No. S-11017/5/91-IR(PL)]

S. VENUGOPALAN, Under Secy.

नई दिल्ली, 17 नवम्बर, 1995

का.मा. 3169—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया, लखनऊ के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुसूच में निहित औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-95 को प्राप्त हुआ था।

[संख्या एल-12012/419/94-आई आर (बी 2)]

ब्रजमोहन, डेस्क अधिकारी

New Delhi, the 17th November, 1995

S.O. 3169.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the annexure in the industrial dispute between the employers relation to the management of Union Bank of India, Lucknow and their workmen, which was received by the Central Government on 2-11-1995.

[No. L-12012/419/94-IR(B-II)]

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE SHRI B.K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Disputes No. 77 of 1995

In the matter of dispute between :

Sri S. D. Mishra,  
General Secretary,  
Union Bank Employees Union,  
628/M-33, Mirari Nagar,  
Faizabad Road,  
Lucknow.

AND

Dy. General Manager,  
Union Bank of India,  
Z.O. Sharda Towers,  
Dy. General Manager,  
Kapoorthala Complex,  
Aliganj, Lucknow.

### AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-12012/419/94-IR (B-2) dated 21-6-1995 has referred the following dispute for adjudication to this Tribunal—

“Whether the contention of the Union Bank Employees Union (U.P.) Lucknow that the Management of Union Bank of India, Lucknow were not justified in not accommodating Sri Pan Singh Rawat at Bareilly on his promotion from sub-staff cadre to clerical cadre in December 1991 is correct? If so, what relief is the said workman entitled to?”

2. It is unnecessary to give full details of the case as the union failed to appear in the case despite issue of notice. It therefore, appears that the union is not interested in prosecuting the case.

3. Hence reference is answered against the union for want of pleading holding that the union is entitled to no relief.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 17 नवम्बर, 1995

का.आ. 3170—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया, लखनऊ के प्रबन्धक के संबंध निवीधकों और उनके कर्मचारियों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-11-95 को प्राप्त हुआ था।

[संख्या एल-12012/366/94-आई आर (बी-2)]

ब्रजमोहन, डेस्क अधिकारी

New Delhi, the 17th November, 1995

S.O. 3170.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial dispute between the employers in relation to the management of Union Bank of India, Lucknow and their workmen, which was received by the Central Government on 3-11-1995.

[No. L-12012/366/94-IR(B-II)]

BRAJ MOHAN, Desk Officer

### ANNEXURE

BEFORE SRI B.K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 62 of 1995

In the matter of dispute between :

General Secretary,  
Union Bank Employees Union,  
C.O. 628/M-33 Murari Nagar  
Faizabada Road,  
Lucknow.

### AWARD

General Manager,  
Union Bank of India,  
Zonal Office  
Sharda Tower, Kapoorthala Complex,  
Aliganj, Lucknow.

AND

1. Central Government, Ministry of Labour, vide its notification No. L-12012/366/94-I.R. (B-2) dated 30th May, 1995, has referred the following dispute for adjudication to this Tribunal—

“Whether the contention of the Union Bank Employees Union (UP) Lucknow that the Management of Union Bank of India, Lucknow were not justified in not considering Sri Ashok Kumar Saxena Head Cashier Category ‘C’ Suburb Branch for appointment against the identical post at Baburi/Tari Branch is correct? If so, what relief is the said workman entitled to?”

2. It is unnecessary to give full details of the case as the Union failed to appear in the case despite issue of notice. It therefore, appears that the Union is not interested in prosecuting the case.

3. Hence reference is answered against the union for want of pleading holding that the Union is entitled to no relief.

4. Reference is answered accordingly.

Sd/-

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, १७ नवम्बर, १९९५

का.प्र. ३१७१—औद्योगिक विवाद अधिनियम १९४७ (१९४७ का १४) की धारा १७ के अनुसरण में, केन्द्रीय सरकार पंजाब एण्ड सिन्ध बैंक के प्रबन्धतंत्र संबंधी नियोजकों और उनके कर्मचारियों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकशित करती है, केन्द्रीय सरकार को ३ नवम्बर, १९९५ को प्राप्त हुआ था।

[पञ्चा एन-१२०१२/९३/९२/आई प्रार (बी-२)]

बृजमोहन, डेस्क अधिकारी

New Delhi, the 17th November, 1995

S.O. 3171.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab and Sind Bank and their workmen, which was received by the Central Government on 3-11-1995.

[No. L-12012/93/92-IR(B-II)]

BRAJ MOHAN, Desk Officer

## ANNEXURE

BEFORE SRI B.K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 86 of 1992

In the matter of dispute between :

Shri Virendra Kumar Mehrotra,  
S/o Shri A. N. Mehrotra,  
Annapurna Bhawan,  
Bundelkhandi.

AND

Mirzapur.  
The Regional Manager,  
Punjab & Sind Bank,  
Lalbagh,  
Lucknow.

## AWARD

1. The Central Government, Ministry of Labour, vide its Notification No. L-12012/93/92-IR(B-2) dt. 15-7-92 has referred the following dispute for adjudication to this Tribunal :—

“Whether the action of the Management of Punjab & Sind Bank is justified in terminating Shri Virendra Kumar Mehrotra S/o Shri A. N. Mehrotra, temporary fourth class worker Mirzapur Branch, w.e.f. 1-6-1988 ? If not, to what relief is the workman entitled ?”

2. It is unnecessary to give full details of the as the concerned workman moved application for withdrawal of his case on 16-10-95.

3. In view of it, first part of the reference is answered in affirmative holding that the workman is entitled to no relief.

4. Reference is answered accordingly

Sd/-

B. K. SRIVASTAVA, Presiding Officer

